



CTS Cloud Trading Solutions Ltd

Client Service Agreement
October 2023

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1. INTRODUCTION

- 1.1. The present **Client Service Agreement** (henceforth the “**Agreement**”) together with any other documents, schedules or annexes incorporated herein (as amended from time to time) constitutes an Agreement entered by and between **you** (“**you**,” “**your**,” “**the Client(s)**” or “**user(s)**”) a legal entity or natural person and **CTS Cloud Trading Solutions Ltd**, formerly Novox Capital Ltd, (henceforth the “**Company**”, “**CTS**”, “**we**”, “**our**”, “**us**”).
- 1.2. CTS Cloud Trading Solutions Ltd is a Cyprus Investment Firm (“CIF”) incorporated in the Republic of Cyprus with registration number HE 292182 and registered address at 11 Florinis Street, City Forum, Floor 1, Office 102, 1065, Nicosia, Cyprus.
- 1.3. CTS is authorised and regulated by the Cyprus Securities and Exchange Commission (“**CySEC**”), under license number 224/14, to offer investment and ancillary services in accordance with its operating license and the requirements of the Provision of Investment Services, the Exchange of Investment Activities and the Operation of Regulated Markets Law (Law 87(I)/2017), which transposes Directive 2014/65/EU on the Markets in Financial Instruments (MiFID II) into Cypriot Legislation. For the Client’s reference, an exhaustive list of the services that the Company is licensed to offer to its Clients can be found within **Schedule B** of this Agreement, which may also be found on the Company’s page on the [official CySEC website](#).
- 1.4. This document, alongside certain policies and information documents found on CTS’s website - www.cloud-trading.eu, as explained further below (henceforth the “**Policy Suite**”) and/or referenced herein as such and/or referencing this agreement within their content as forming part thereof, thus form together and indistinguishably part of the Client Service Agreement and therefore dictate the terms and conditions which shall govern the relationship between the Parties hereto and upon which the Company may offer its Services to the Client.
- 1.5. The Client is requested and thus expected to study this Agreement carefully, as well as any other additional documentation found on the Company’s Policy Suite and any other information available to them on the Company’s Website and/or the Trading Platform before engaging with the Company in any way.
- 1.6. In the instance that the Client has any questions, it is recommended that they either Contact the Company directly at help@cloud-trading.eu for the necessary clarifications and explanations, or to seek independent professional advice before engaging with any of the services which may be provided by the Company.

2. DISTANCE CONTRACT & ELECTRONIC ACCEPTANCE

- 2.1. This Agreement is governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004, as amended, which transposes EU Directive 2002/65/EC into domestic Cypriot Law.

- 2.2. The Client therefore understands that the present Agreement constitutes a Distance contract for Financial Services, in accordance with the Law and that a fully legally binding contract shall be formed between the Parties upon Acceptance of this Agreement by the Client and the corresponding subsequent decision of the Company, in its absolute discretion, to provide financial services to the Client, without the need of any document to be physically signed by the Parties.
- 2.3. Unequivocal acceptance of the terms provided herein, from the side of the Client, shall be deemed to occur upon the Client's completion of the Account Registration Procedure. The overarching application process for the purposes of Client onboarding by the Company shall be henceforth referred to as the "Account Registration Procedure". Provisional acceptance of the terms stipulated herein shall be deemed upon the Client clicking the clearly stipulated acceptance checkbox on the Company's website when initiating the Account Registration Procedure. In either instance, the Client shall be deemed to have read, understood and accepted the terms of this Agreement in their entirety.
- 2.4. As mentioned in clause 1.1 above and further explained in clauses 3 & 5 below, this Agreement is effectively entered into by **the Parties (you/the Client and CTS** collectively) and commences upon the completion of the Account Registration Procedure and the subsequent acceptance of the Company to engage with the Client, following their registration for a **Client Account** (henceforth the "**Account**") which is a prerequisite to engage with the services offered by CTS. The Agreement overrides any other agreements, arrangements, expressed or implied statements made by the Company or any Affiliate or Third-Party on behalf of the Company. Upon registration, the Client agrees that they have read, understood and thereby accept to comply with and be bound by the Terms of this Agreement and the relevant legally binding documents contained within the **Policy Suite** which can be found on the Company's Website.
- 2.5. For the purposes of the Account Registration Procedure (from the part of the Client), the Client consents to provide and/or submit key information and necessary documents as requested and as required by the Company to fulfil its Know Your Customer (KYC) and Customer Due Diligence (CDD) obligations, either through the Company's Website or via other electronic means such as email, without limitation insofar as allowed by applicable laws and regulations and as deemed necessary by the Company. The Client may request a copy of all the information the Company holds at any time and the Company shall be obliged to provide such copies within a reasonable timeframe (the "Right of Access"). Additionally, the client consents to and maintains their ability to receive information (electronic and digital mediums included), including any amendments to the present agreement, either via email or through the Company's Website.

WARNING TO CLIENTS: DO NOT PROCEED WITH AN ACCOUNT REGISTRATION OR ENGAGE WITH THE COMPANY IN RELATION TO ANY SERVICES IF YOU DO NOT UNDERSTAND AND ACCEPT THE TERMS CONTAINED HEREIN IN THEIR ENTIRETY.

3. SCOPE

- 3.1. The acceptance of this Agreement creates a legally binding agreement between the Company and the Client;
- 3.2. The Agreement sets out the clear legal basis on which the Company agrees to provide Investment and Ancillary Services on selected financial instruments to the Client (as indicated within **Schedule B**) and shall thus govern any all such services provided by the Company. To ensure the safeguarding of the Client's interests, the Client is requested to study this agreement and all associated documents and policies which can be found within the Policy Suite and on the Company's website.
- 3.3. This Agreement supersedes any previous agreements or arrangements between the Company and the Client and the terms set forth herein are not subject to negotiation or limited force in any way.
- 3.4. The Client understands and agrees that nothing contained in the Agreement constitutes or may be deemed to establish a partnership or joint venture, nor employer/employee relationship between the Client (or any of its affiliates, parent/subsidiary or group entities, officers, employees or agents) and the Company (or any of its officers, employees or agents).
- 3.5. Definitions to crucial terms to this Agreement, which are not explained within the clause in which they are first encountered, can be found within **Schedule A** of this Agreement.
- 3.6. The Agreement, alongside this main document, is comprised of all external documents including the documents and submission forms related to the Account Registration Procedure, any information submission forms as requested by the Company for its Regulatory Compliance and Anti-Money Laundering procedures and all additional documents included within the Policy Suite (as described within Schedule A of this document). Notwithstanding the documents that expressly form part of this Agreement, all other documents which are included in the Policy Suite, but do not explicitly form part of this Agreement are still expected to be read, understood and acknowledged by the Client prior to any submission being made in relation to the Account Registration Procedure.

4. APPLICATION, REGISTRATION & COMMENCEMENT

- 4.1. As a pre-requisite to the use of the Company's Trading Platform (the "Trading Platform") and the enjoyment of its services, the Client must register with the Company by providing their personal details, identity documents and Registration Data.
- 4.2. After the Client initiates and completes the Account Registration Procedure by submitting all the required identification documentation and Registration Data required by the

Company for its own internal checks, the Company will send the Client a notice informing them whether they have been accepted as a Client of the Company.

- 4.3. The Company reserves the right to impose additional due diligence requirements when examining prospective Clients, as dictated by the applicable AML regulatory framework.
- 4.4. The Agreement shall commence as soon as the Client is informed of their account activation via email confirmation from the Company which contains, among other information, the Client's Account number, their Account Login Details and their Client Categorisation. This is subject to the Client duly completing the Account Registration Procedure and the Company having undertaken the necessary CDD and KYC procedures to its satisfaction. No payment or fee is necessary as consideration for the execution and commencement of the present agreement.

5. ACKNOWLEDGMENTS, REPRESENTATIONS & WARRANTIES

- 5.1. The Client acknowledges that they have read, understood and thereby accept to be bound by this Agreement and the terms and conditions contained herein in their entirety, extending to all information, documents and policies that can be found on the Company's Website and as part of the Policy Suite, whether they explicitly form an essential and binding part of this Agreement or not.
- 5.2. By accepting and agreeing to the Terms and Conditions set forth herein, during the Account Registration Procedure, the Client agrees to the bilateral provision of information through electronic means such as the Company's website(s) and/or the verified email of the Client and/or the email of the Company and/or through the Trading Platform (henceforth designated as "durable mediums") due to the nature of the relationship established between the relevant parties, which in the mutual view of the Parties is deemed to be the most acceptable and appropriate medium as both parties have access to the internet which is the medium of execution of this Agreement. On this issue, the provision by the Client of a personal email address for the purposes of communicating and conducting business with the Company shall be reasonably deemed to be sufficient evidence thereof.
- 5.3. The Client acknowledges and represents that no inducements nor representations were made to encourage or persuade them to enter into a binding Agreement with the Company. The Client further represents that they have decided to approach the Company out of their own exclusive initiative.
- 5.4. The Company undertakes to keep the information on its Website and/or the Trading Platform, up to date and to Communicate to the Client through the above-mentioned durable mediums any changes or amendments to the information as the Company sees appropriate in its absolute discretion.
- 5.5. The Client maintains the right to withdraw (entirely or temporarily), in line with the procedures and requirements set out in the Privacy Notice, their consent to the electronic

delivery of documents at any time by providing express prior written notice to the Company via email. In the event that the client revokes their consent, their access and ability to use the Trading Platform may be restricted or revoked entirely (depending on the duration of the withdrawal) at the Company's sole discretion without any obligation to provide any explanations or justifications.

- 5.6. The Client acknowledges that the use and access to the Company Website and the Trading Platform is governed at all times by the Terms and Conditions in effect, on the date on which the Company's Trading Platform is accessed and/or used by the Client, as amended, updated or renewed from time to time by the Company. Similarly, by using the Company's Website and/or the Trading Platform is a direct and irrefutable confirmation that the Client has properly and unequivocally agreed to and acknowledged the terms and conditions of this Agreement and any other legal policies and statements included therein and/or found on the Company's Website and/or within the Policy Suite. The use of and access to the Website and/or the Trading Platform is governed by the latest version of the Agreement as is published on the Company's Website and as may be amended from time to time.
- 5.7. The Client acknowledges that trading in any financial instrument involves a significant level of risk and may result in loss of all funds invested. The associated risks in the products and services offered by the Company are fully disclosed within the Risk Disclosure documents and the Company's Product KIDs, as they are provided by the Company on its Website and which the Client is expected to have read prior to registering for an Account with the Company.
- 5.8. The Company shall not be responsible for any (un)authorised access and/or use of the Website and/or the Trading Platform by underage persons (minors) and/or any other third party which has access to the Client's electronic devices such as but not necessarily limited to their laptop/pc/phone/tablet and/or any other device without limitation that can access their Account, in any way or manner. Clients remain solely responsible to ensure that the devices through which they access our Website and/or the Trading Platform are not left unattended and any passwords and access codes as well as security data used for accessing their Account are kept safe and out of the reach of other persons. Clients remain solely responsible for any and all loss(es) resulting from any unauthorised use of their Account(s), including loss suffered as a result of misplaced or stolen passwords.
- 5.9. In accordance with the above, the Client hereby represents and warrants, without prejudice to any other representations, warranties and/or covenants made under this Agreement that:
- a) The Client is at the very least 18 years of age or above the legal age of consent of their country of origin;
 - b) The Client is an individual of sound mind, who has full competence and capacity to form legally binding contracts, to engage with and to receive financial investment services under the laws and regulations applicable in their country of residence;

- c) The Client has initiated the Account Registration Procedure solely for himself, or in the alternative that the Client is a legal entity, then the person who has completed the Account Registration Procedure on behalf of the Client had been duly authorised to carry out the necessary application procedures;
- d) The Client shall act solely for their own interests and under no circumstance should a person act as a representative, agent or trustee for the Account Registration on behalf of any third person.
- e) The Company shall not accept the establishment of joint Accounts and Account ownership shall be limited to the one person who initiates and completes the Account Registration Process.
- f) The totality of the information submitted by the Client for the Account Registration Procedure, for the registration to the access and use of the Company Website and/or the Trading Platform and for any further due diligence or KYC purposes, shall be correct, truthful, valid and fully up to date;
- g) The Client has the necessary rights, power and authority to enter into the Agreement and/or any subsequent agreements. The Client represents and warrants that in relation to their nationality and/or religion, there shall not exist any restrictions on the markets and/or the financial instruments in which any Transactions and/or Orders shall be sent for execution upon the Client's order and/or request;
- h) The execution of any provision set out within this Agreement shall not breach any legislation or rule that is directly applicable to the Client and/or the jurisdiction within which the Client resides, either permanently or temporarily, and the same applies to the jurisdictions which directly affect the Client's assets and/or funds;
- i) The Client warrants that they shall not use the Company's Website, the Trading Platform, any I.P address connected to or associated with the Company, and/or any other property or service that is made accessible to the Client by the Company, to carry out any subversive or illegal activity, neither to carry out any activity that is in direct contravention and breach of the terms and conditions set forth within this agreement, nor to carry out any actions for the benefit or on behalf of any third party or person that is not covered by the scope of this Agreement;
- j) The Client represents and warrants that any funds, of any designation, used for trading and/or deposited to the Client Account and/or withdrawn from said Account shall not be in any way, directly or indirectly, connected to or resulting from illegal or subversive activity, money laundering or intended to be used for the purposes of financing terrorist activities and/or terrorist organisations;
- k) The Client hereby warrants and guarantees, without any reservation, that they have taken into account their financial circumstances before depositing any amount to the Company to pursue any investment strategy. Additionally, the Client warrants and guarantees that any money deposited to the Company shall be free of any charges, encumbrances, pledges or liens;

- l) As established in clause 5.2 above, the Client consents to provide and/or submit information for the purposes of this Agreement via the Company website or email. Similarly, the Client consents to receive information from the Company in the same way, in relation to any amendments to this Agreement and/or the Policies that form an essential part of this Agreement and/or any amendments and updates to the documents found in the Policy Suite. This includes any updates or changes to the terms and conditions governing the fees, costs and commissions of this Agreement, the nature and type of the investment opportunities offered by the Company and the risks thereof;
- m) For the purposes of this Agreement, the Client confirms that they have regular and uninterrupted access to the internet and to the contact information that they have provided. The Client further acknowledges that communications made by the Company via electronic means, including but not limited to the aforementioned email and the Company Website, shall be appropriate and mutually understood to be the best possible communication medium, even in circumstances where the information or communication is not addressed explicitly or personally to the Client.

5.10. The Client has read, understood and agrees to be bound by the following Policies which form part of the Client Service Agreement as the binding elements of the Policy Suite:

- a) Risks Disclosures and Warning Notices and Documents;
- b) The AML/KYC Statement;
- c) The Client Categorisation Policy;
- d) The Complaints Handling Policy;
- e) The Order Execution Policy;
- f) Product Key Information Documents (KIDs);
- g) The Leverage Policy; and
- h) The MiFID II Disclosures Document.

5.11. The Client further agrees and accepts to:

- a) Notify the Company of any changes to their personal and financial information and/or financial situation by emailing backoffice@cloud-trading.eu;
- b) Provide only true, accurate, current and complete Registration Data during the onboarding process;

- c) Maintain and promptly update the Registration Data to keep it as accurate, up to date and complete as possible by emailing any changes to compliance@cloud-trading.eu;
- d) Provide to the Company only true, accurate, valid and authentic documents that are up to date. The Client shall not mislead, misdirect or defraud the Company in relation to any communication or in relation to the submission of any documents or information to the Company. In the event that the personal or professional circumstances of the Client change, the former must inform the Company of such changes in their position which may have rendered previously submitted or provided information to be misleading, untrue or inaccurate of the Client's financial situation and/or their ability to receive financial services or to trade with the Company;
- e) For the Client's own safety, they must ensure to manually log out from the Trading Account, at the end of each session on the Website and/or on the Trading Platform, from all devices.

5.12. Once the Client logs onto the Trading Platform using their Account Credentials, they shall be deemed to unequivocally authorize the Company to rely upon any information or instructions set forth by the Client through any data transmission on the Trading Platform using their Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, the Company shall bear no responsibility for transmissions that are inaccurate or that fail to reach the Company for any reason. The Company may execute any Transaction on the terms that it actually receives from the Client.

5.13. Where the Client is a legal person, it is mandatory to obtain a Legal Entity Identifier (L.E.I.) from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a L.E.I.

5.14. The Company may carry out credit and other checks from time to time as it deems appropriate. The Client's Registration Data or other information may be used in the prevention of Money Laundering process, as well as for the management of their account by the Company. The Client authorizes the Company to use their Registration Data and other information to perform the above checks in relation to their application process.

5.15. In the event that the Company becomes aware of any illegal activity, impropriety in the Registration Data, or serious issue with any due diligence requirement, it may freeze and suspend the Client's account. Should such an event occur the Company may not be in a position to release funds and may not be able to carry out subsequent instructions or execute orders received from the Client until the necessary investigations are concluded.

- 5.16. The Client acknowledges that the Company is under no obligation, nor shall it be expected to inform the Client, on an individual basis, of any regulatory updates or developments. The Client is solely personally responsible to be informed in relation to any developments, both domestic and on the European level to existing Laws, Directives and Regulations. Similarly, the Client remains responsible to remain personally informed of the latest updates and amendments to the Company's legal documents, information and policies, as they are published from time to time on the Company's Website.
- 5.17. The Client acknowledges and accepts that when transmitting orders for execution, the Company shall act on the Client's behalf to find the Best Execution Venue in relation to the characteristics and instructions relating to the Client Order.

6. INFORMATION & THIRD-PARTY CONTENT

- 6.1. The Client agrees and understands that where the Company provides information via its website, that information is not personally addressed to the Client.
- 6.2. The Company may provide or request information through electronic means, such as but not limited to its Website and/or the Trading Platform and/or via email, inasmuch as this is the most appropriate form in the context in which the business exists, operates and is or will be performed.
- 6.3. The Client unreservedly agrees to provide information to the Company in such form as requested by the company either through a portal on its Website or via email communication with an authorised Company department that shall be disclosed to the Client by the Company throughout the business relationship. Such communications shall be considered as being provided in a durable medium for all intents and purposes and shall be recorded and kept for a period of up to 5 years or more, in accordance with domestic law and European Union Regulations.
- 6.4. The Company may periodically inform its Clients, either via its website or through newsletters or other means, of market news, market commentary, regulatory updates or other information which shall not form part of its Services to the Client.
- 6.5. Where the information originates from a third-party external source:
- a) The Company shall give no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the legal or tax implications of any transaction, trade, or strategy.
 - b) This information is provided solely to enable the Client to make their own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.

7. SERVICES & LIMITATIONS

- 7.1. A full list of the Investment Services and Ancillary Services that the Company is Licensed to offer to its Clients can be found within **Schedule B** of this Agreement, as well as on the Company's Entry on the [official CySEC website](#).
- 7.2. Client orders are executed in adherence to the Best Execution rules set out within the Order Execution Policy, found on the Company Website, and which are hereby incorporated as an integral part of this Agreement. The Company reserves the right, upon the provision of reasonable notice, to amend the Best Execution rules and the Order Execution Policy from time to time. In such an event, the Client shall continue to be bound by the Agreement in relation to both the pre-existing terms and the newly added or amended terms.
- 7.3. The Company shall offer to the Client, on an execution-only basis, the opportunity to trade in Financial Instruments in the form of Contracts for Differences (CFDs). CFDs are leveraged products traded on margin which carry an increased risk for investors. This Agreement, including the Product Key Information Documents and all Risk Disclosure documents are fundamental to assist the Client in making an informed decision about the Financial Instruments/ Investment Products offered by the Company and their associated risks, and should thus be read in its entirety before any form of investment is made.
- 7.4. The Client acknowledges that CFDs are derivative products which do not entitle the Client to any form of ownership of the Underlying Assets and thus no physical delivery of any Underlying Asset shall occur upon entering into a trade agreement or placing an Order with the Company.
- 7.5. The Company shall be the only Execution Venue in relation to the Client's trading activity under this Agreement. The Company reserves the right to transmit Client Orders for execution to affiliate third-party Execution Venues through an electronic communication platform. In such case, the Client acknowledges and understands that the Company is the sole counterparty to the Client's trades and that execution of Orders shall be done in the Company's name, with the Company acting as Principal for orders Placed.
- 7.6. Client orders may only be placed within the Normal Trading hours of the Company, as displayed on the Website and/or the Trading Platform and as amended or updated from time to time. The Client understands and acknowledges that they will only be able to trade during these Normal Trading hours as specified on the Company's Website and/or the Trading Platform. Clients will be notified well in advance of any Company holidays, by email or through announcements on the Company's Website and/or the Trading Platform. In regard to any specific timeframes within which certain financial instruments may be restricted to trade, such information shall be displayed on the Trading Platform for each product.
- 7.7. The Company shall interact with the Client on an execution-only basis. Unless specifically agreed, the Company is under no obligation to monitor or advise the Client on

trading. The Company shall not discuss, comment upon nor offer advice regarding the merits, viability or prospects of a Client Order or Trade strategy. To eliminate any potential doubt, the Client bears any and all responsibility for all strategies employed, investments sought, transactions entered into or orders placed.

7.8. The Company reserves the absolute right in its absolute discretion to choose whether or not to provide its services to any Client, without being required to provide reasons or justifications for its decision. This shall be informed by the Company's policies, internal procedures, legal and regulatory obligations and business strategy.

7.9. CTS is not obliged to and shall not provide personalised investment recommendations, or investment advice, or financial advice. Any form of information dispensed by the Company, whether it is in the form of an explanation or specialized information given to the Client as part of a transaction is not intended to be, nor should it be viewed, construed or considered to be investment advice.

7.10. The Company is not obligated to and shall not provide any advice or opinion on tax issues regarding any of its Investment Services or products. Clients are therefore encouraged to seek independent advice from qualified and licensed professionals such as their accountants, auditors or legal counsel in relation to the tax implications of the Client's investment strategy, orders placed or engagement with any of the services offered by the Company.

7.11. Clients remain solely and unambiguously responsible to manage their own tax implications resulting from any income derived from their trading and investment activities. It is therefore the Client's obligation and legal responsibility, at all times, to identify their taxable assets, to calculate the payable tax and to subsequently pay the necessary tax to the relevant authorities of their country of residence or domicile, or country of incorporation (for legal natural persons), or any other applicable jurisdiction as applicable and as it arises from their trading and investment activity.

7.12. The Client understands and acknowledges that:

- a) The CTS Trading Platform is not a regulated market or exchange.
- b) Positions and trades opened on the CTS Trading Platform must be closed on the CTS platform;
- c) Any product purchased on the CTS Trading Platform can only be sold on the same platform, exclusively;
- d) Clients will generally not be able to transfer financial products into their CTS account, neither out of their CTS account nor to third-party accounts; and
- e) CTS prices will often differ from the prices provided by other brokers, the market price, as well as the current prices on any other exchanges or trading platforms.

8. RESTRICTED JURISDICTIONS

8.1. CTS does not accept Client registration applications from residents of Belgium or persons who reside outside the European Economic Area (EEA).

9. ACCOUNT REGISTRATION PROCEDURE

9.1. Prospective Clients are required to send an email request to compliance@cloud-trading.eu in order to receive the account opening documentation, which must be completed, signed and returned back to the same email (Account Registration Procedure), in order to be considered. The information that is submitted at this stage must be correct, accurate and truthful so that it may be relied upon by the Company during the Client onboarding process and throughout the resulting business relationship between the Parties.

9.2. The Company reserves the right, in its absolute discretion, to deny an Account Registration if it deems that the information it has received from a Client is inaccurate, incorrect or untrue.

9.3. The Company reserves the right to refuse service to any person without having an obligation to provide reasons or justifications for its decision.

9.4. The Company shall inform prospective Clients, via email, upon receipt of their Account Registration. A subsequent email communication shall follow, which shall inform the Client of the Company's decision whether it has accepted the Client or not.

9.5. Clients remain responsible, at all times, to keep the Company informed of any significant change to any information which has been previously submitted to the Company which may actually, potentially or reasonably affect the business relationship between the Parties.

9.6. The Client hereby consents to the Company's use of the information submitted during the Account Registration Procedure. The Company may enquire further upon the submitted information and may further request additional information to carry out its legal and regulatory compliance obligations.

9.7. The Company may use any of the information submitted by the Client to assess whether it is appropriate or prudent to accept the Client and to enter into a business relationship with them. To this end, the Company may cross reference or verify the information submitted by a prospective Client through third-party databases, the Client's disclosed current or previous employer, relevant regulatory bodies and competent authorities of third countries and so on.

9.8. In the event that the Company is obliged or required by any Competent Authority, Regulatory Body, law or regulation, or whether it believes it necessary on a random sample basis to carry out its Risk Assessment, or whether it has any reason to believe

in its absolute discretion that it is necessary to conduct further searches and inquiries into certain prospective or registered Client(s), the Company may access (or communicate with) third-party databases, information centres/providers, International or European Regulatory Bodies, National Competent Authorities, Financial Institutions, other Investment Firms and so forth and may further conduct credit searches upon the Client's credit history. The Client understands that the Company's Compliance and Anti Money Laundering obligations must be fulfilled on a continuous basis, therefore such inquiries, searches and investigations may be carried out by the Company at any point of the business relationship between the Parties. The Client understands and consents to assist and co-operate with any such event and to provide the necessary information to this end. Failure to co-operate, or any attempt to withhold and to unreasonably deny the provision of requested information shall lead to the termination of the business relationship between the Parties, at the Company's absolute discretion.

- 9.9. The Company reserves the right to refuse or halt service to any Client, even after the registration and onboarding procedures have been completed, irrespective of whether there has been an established business relationship between the Parties, with a history of deposits, completed trades and/or orders if it appears, in the opinion of the Company, that any information previously submitted by a Client is no longer accurate or correct or in the event that the Company no longer views the provision of services to the Client as appropriate or suitable.

10. CLIENT CATEGORISATION

- 10.1. The Company is required under the Markets in Financial Instruments Directive (MiFID II) as ratified and incorporated into Cypriot Legislation by the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) to categorise its Clients into certain prescribed categories.
- 10.2. Under Law 87(I)/2017, Clients can be categorised into one of the following three categories, either for a specific service or product, where each client category entails different levels of investor protection. The categories are as follows:
- i. **Retail Clients**, the category which is afforded the highest level of protection; or
 - ii. **Professional Clients** (both "Per-se" and "Elective Professional" which benefit from an intermediate level of protection; or
 - iii. **Eligible Counterparties** ("ECPs"), the category which receives the minimum level of protection.
- 10.3. The Company categorises its Clients in relation to the information that Clients are required to submit during the Account Registration Procedure. The Company also

adheres to the objective criteria set out by MiFID II and all communication and evaluation criteria set out therein.

- 10.4. The Company's Client Categorisation procedure is further governed by our Client Categorisation Policy which is an integral and inseverable part of this Agreement. The Policy effects and complies with all MiFID II requirements in relation to the Categorisation of Clients. The Policy provides extensive information and explanations regarding the regulatory structure, categorisation procedure, evaluation and re-evaluation of Clients. All Clients and prospective Clients are expected to read the Client Categorisation Policy and to remain informed in the event of any subsequent amendments and/or updates. By accepting this Agreement and by forming a business relationship with the Company, the Client accepts the terms and provisions of the Client Categorisation Policy.
- 10.5. In accordance with MiFID II requirements, the Client Categories receive varying levels of protection as deemed appropriate depending on the level of their knowledge, experience and their ability to assess and bear the risk of their investments. Most Clients are classified and treated as Retail Clients, unless they are eligible and request to be classified as Professional Clients. Retail Clients receive the highest level of regulatory protection. It is the only category of Client which receives Negative Balance Protection (NBP) and is covered by the Investor Compensation Fund (ICF).
- 10.6. In the event that a Client wishes to be re-classified, they must follow the procedure set out in the Client Categorisation Policy. Clients must state in writing, by signing and submitting the Client Recategorisation Request Form, accompanied by all necessary supporting documents to the Company and informing it of their wish to be recategorised, and that they are aware of the consequences of their potential re-categorisation.
- 10.7. The Company reasonably assumes that any information submitted by a Client in relation to their knowledge and/or experience is correct, accurate and truthful. The Company shall not bear any liability or responsibility for any outcome or consequence of its reliance on information submitted by a Client that is proven to be inaccurate, incorrect and misleading.
- 10.8. Clients remain responsible, at all times, to keep the Company informed about any development that may potentially affect their categorisation.
- 10.9. The Company shall take all reasonable steps to review and ensure that a Client meets the relevant requirements or specifications to be recategorised in the requested Client Category. The final decision regarding to the Categorisation of a Client shall be made by the Company, in its absolute discretion.

11. CLIENT FUNDS

11.1. Client funds deposited to the Company's Account shall always be handled in accordance with the relevant laws and regulations. Client funds shall always be segregated from the Company's Corporate funds. Client Funds shall enjoy all protections afforded to them by all applicable national and European Union laws and shall be exclusively utilized for the advancement of the Client's goals and objectives.

Deposits and Transfer of Funds

11.2. The Company provides the Client, through documents on its Website, with the name, address and account number of the "Company's Client Account" for the transferring of funds. It shall be the responsibility of the Client to carefully read and stay informed, by regularly checking for any updates and/or announcements on the Company's Website regarding the deposit methods provided by the Company.

11.3. The Client acknowledges and agrees to comply with the Company's preferred deposit methods, a list of which can be found at all times on the Company's Website.

11.4. CTS reserves the ultimate right to decide whether to accept a deposit or withdrawal request by the Client. The Company shall consider the original payment method used by the Client and in the event that the deposit or withdrawal method sought by the Client does not match the preferred transfer methods, as displayed on the Company's Website, then the Company may request or suggest an alternative method to facilitate the Client's request.

11.5. The Client undertakes to provide all necessary information, as required and requested by the Company to fulfil its Know-Your-Client and Customer Due Diligence requirements and obligations, in accordance with the relevant laws and regulations on the prevention of Money Laundering and Financing of Terrorism. The Company shall not accept any payments or transfer of funds from third-parties to the Client's Account. Funds deposited to the Client's Account must be deposited/sent/transferred by the Client themselves.

11.6. Transfer of Funds shall be completed as soon as they are processed by the Company's systems. Whilst the Company strives to complete transfers and payments in a timely manner, it cannot provide Clients with any guaranteed time-frames. The responsibility to provide accurate and complete information, promptly and without undue delays, remains with the Client at all times throughout the business relationship between the Parties, to prevent delays. The Client reserves full responsibility in the event that a Transfer of Funds cannot be completed due to the provision of inaccurate or invalid information by the Client.

11.7. Client Accounts are credited on the Value Date of the transfer, not subject to the deduction of any applicable banking fees, charges and/or commissions. CTS may, in its absolute discretion, allow the credit of funds ahead of a Value Date, to a Client Account, on the condition that the Client has provided a validated proof of payment and that the transfer has been ordered even if the funds remain in transfer.

11.8. The Company shall handle all deposit requests in compliance with all applicable laws and regulations. Requests that are in express contravention, or may possibly lead or amount to a contravention of the Company's legal obligations may not be processed, for instance, if the Client's documentation (KYC/Due Diligence) does not meet the Company's standards. The Company can refuse, revert or cancel the transaction fully or partially, after deducting any applicable fees and charges, if necessary. The Client acknowledges that there may be times when the Company cannot give a reason for declining the request. Nevertheless, CTS shall take all reasonable steps to facilitate a constant and timely information flow to the Client in regards to the progress and status of deposit and withdrawal requests, especially with regards to any further documents or information requirements, the processing times and in the event of any unexpected delays. Further information found on the Company's Website and/or the Trading Platform shall be provided for indicative purposes. The Client acknowledges and understands that such information shall not be binding on the Company in any way and that the Company may be unable to guarantee the accuracy of any indicative timeframe for reasons and events that lie beyond its control.

11.9. The Company reserves the inalienable right to ask for more information and documents at any time both preceding and throughout the business relationship, to ensure the legitimacy of the Client's transactions and dealings with the Company. The Client shall be responsible to provide accurate, complete and valid information and/or documents, otherwise their requests may be delayed or denied, at the Company's absolute discretion. Any deposited funds or refunds of cancelled Orders shall be sent back to the original source/ original deposit method. The Company reserves the right and may therefore deviate from this policy in exceptional cases, as far as such deviation shall not be contrary to any of its operational policies and the relevant applicable laws and regulations.

Safekeeping Client Funds

11.10. Client funds shall be directly deposited in a Segregated Account, which shall be expressly designated as the Company's "Clients Bank Account", at a reliable financial institution within the Republic of Cyprus.

11.11. By entering into this Agreement, the Client consents to the safekeeping of their funds in omnibus accounts as mentioned above. The funds shall be deposited in the name of the Company but it shall be clearly treated as a pooled fund which belongs to the Clients of the Company which is strictly segregated from the Company's Corporate Funds.

11.12. The Client acknowledges and accepts that the Company shall keep "Merchant Accounts" with affiliated Payment Service Providers (PSPs) to settle payment transactions for its Clients. These accounts shall not be used for safekeeping of Client Funds and their only function shall be to settle payment transactions.

11.13. The Client further acknowledges and understands that all accounts held within Financial Institutions, including omnibus accounts as explained above, face numerous

risks, such as default and/or insolvency. Under circumstances of insolvency or default of the Financial Institution, the Client shall not have a claim against a specific sum held in any specific account(s). Therefore, any claims would have to be brought against the funds held in the Segregated Account, in accordance with the legal jurisdiction of the Financial Institution which was safekeeping the funds.

- 11.14. CTS undertakes to exercise due care, skill and diligence in selecting the Financial Institution for the safekeeping of Client Funds. Nevertheless, the Client understands and acknowledges that circumstances may arise which are beyond the control and foresight of the Company, such as insolvency or default of the Financial Institution. The Company shall therefore not be liable, nor responsible for any losses, costs and/or expenses sustained by the Client in the event of insolvency or analogous failure of the Financial Institution.
- 11.15. The Client understands, accepts and acknowledges that the Company reserves the right to set-off any liability of the Client and/or to net-off any amount due by the Client. For liabilities in alternative currencies to EUR-GBP-USD, the Company may convert said liabilities at an exchange market rate of its choice prior to the set-off. Alternatively, when the Company decides to net-off any amount by deducting the sum from the Client's Account, the Company shall inform the Client that the obligation has been discharged. The Company shall reserve its rights to any remaining obligation that has not been satisfied following a set-off or net-off.
- 11.16. CTS shall perform reconciliation of funds on a regular basis, in line with its internal policies and procedures and as required by the relevant laws and regulations. Should the need arise, the Company shall undertake to transfer all the necessary funds to the Segregated Account by the end of the next Business Day.
- 11.17. Subject to the provisions of Clause 16 below, CTS may deduct any amount which corresponds to liabilities that the Client may have against the Company, directly from the balance of the Client's Account. This extends to liabilities arising from the Client engaging in prohibited or fraudulent acts against the Company, such as but not necessarily limited to, Chargeback Fraud, abusing Negative Balance Protection (NBP) and so forth.
- 11.18. In the extraordinary event that a Client Account receives/is credited funds from the Company by mistake, the Client acknowledges and agrees to hold that amount on trust for the Company or the beneficial owner - which may be another client. If the Client that receives said funds, then proceeds to mistakenly use those funds, then the Company reserves the absolute right to claim such funds together with any resulting profit derived from the mistaken use of said funds, so that they may be returned to the beneficial owner. If the Client that has received funds by mistake proceeds to use and lose such funds, the Company shall not be liable for the loss, neither to the beneficial owner, nor the Client that has lost the funds and the claim/debt against the Company for the original amount remains with the Client that has received the funds by mistake.

11.19. CTS shall be entitled to cease treating any funds held in Client Accounts that remain inactive for a period exceeding five (5) years, with a positive balance as Client funds, and to make subsequent deductions from the Client Account. This shall be subject to the absence of any transactions and/or instructions of the account's holder for the preceding five (5) years and the continued inability of the Company to come in contact the Client following consistent attempts. Where the Company transfers funds subject to the provisions set out above and a Client later makes a valid claim to the Company, the Company shall repay any amount due to discharge with its obligations toward the Client.

Withdrawals and Chargebacks

11.20. Clients may withdraw funds from the Client Account subject to the fulfilment of the minimum withdrawal requirements set by the Company, at its sole discretion, from time to time;

11.21. CTS shall undertake to complete withdrawal requests submitted by the Client within the set timeframes found on its website, on the conditions that:

- a) The Company has all necessary Client information and has received all necessary instruction information to carry out the withdrawal;
- b) The withdrawal instruction must involve the original deposit account from which the Client Account was funded to trade with the Company, or an alternate account, in accordance with the provisions of clause 11.26 below;
- c) Without prejudice to clause 11.22 above, the balance of the Client Account, at the moment of payment, must exceed or be equal to the withdrawal request amount, net of any applicable fees and charges;
- d) No Force Majeure event is in existence which may prevent or reasonably threaten the completion of the withdrawal transfer to the degree that it would be preferable for both Parties to withhold the withdrawal transfer;
- e) A chargeback has not been requested by the Client. The Company reserves the right to freeze and withhold withdrawals until all pending chargeback disputes have been cleared.

11.22. Without prejudice to clause 11.23 above, the Client reserves the right to withdraw any part of the funds they have previously deposited that remains as Free Margin, as long as no restrictions or limitations apply on such funds in accordance with the provisions set out herein. However, CTS shall be entitled to refuse a withdrawal request if it believes, on reasonable grounds, that the withdrawal request aims to abuse the Negative Balance Protection Policy offered to Retail Clients of the Company. If any restrictions or specifications apply on the withdrawal of funds by any or all classification of Clients, such restrictions shall be announced on the Company's Website.

- 11.23. Withdrawals shall only be processed back to the source of funds which is the Original Deposit Method from which the funds were deposited to the Client Account. Clients may request an alternative withdrawal method, as long as they are able to explain and submit the relevant proof and/or documentation to justify the change in withdrawal method. Potential reasons could be, but not necessarily limited to, stolen or lost debit/credit cards and closure of original deposit account for legitimate reasons.
- 11.24. Profits can only be transferred to a bank account in the Client's name. The Client must provide accurate bank account information, including the account number and holder name (which must match the Client's name), for the Company to process the withdrawal.
- 11.25. Under circumstances in which the Client has lost access to their original deposit method and it has been proven to the satisfaction of the Company, the Company will then undertake its best efforts to facilitate the withdrawal of the Client's funds through the alternate withdrawal method that is expressly requested by the Client. However, the Company reserves the absolute right under any circumstance to carry out the withdrawal through the means and methods that it finds the most suitable and/or appropriate given the characteristics of the Client, the requested withdrawal sum and the available alternative withdrawal options.
- 11.26. The Company may request, from the Client, an alternative withdrawal method for the transfer of the requested amount if issues, problems and/or difficulties arise during the transfer process of the requested funds to the Client's original deposit method.
- 11.27. The Client acknowledges and represents that they shall not hold the Company liable for any delays, expenses or loss of funds resulting from the alternative withdrawal method provided by the Client. Furthermore, the Company reserves the absolute right to withhold and refuse to execute a withdrawal order for Clients who have made a suspicious charge-back, recall or dispute of payment through any of their deposit methods.
- 11.28. The Client acknowledges and accepts that withdrawal requests may be subject to extended processing times due to the involvement of third-party institutions and their jurisdictions, whose involvement may be necessary to process the withdrawal transaction.
- 11.29. The Company shall not bear any liability or responsibility for any delays, expenses or losses incurred by the Client during the withdrawal process nor in relation to any delays and/or expenses resulting from the involvement of third-parties such as banks, credit card providers and payment institutions.
- 11.30. The Company reserves the right to deny any request for funds to be withdrawn if the necessary Know-Your-Client (KYC) documentation is not up to date and in compliance with relevant laws and regulations.

- 11.31. CTS reserves the absolute right, wherever and whenever it deems appropriate in its sole discretion, to request additional identification documents and/or proof of residency prior to facilitating a withdrawal. Any submitted document by the Client must be valid, accurate and recent (issued within the preceding six months). The Company may further request additional banking information such as credit/debit card details and bank statements showing proof of previous deposits made to the Company.
- 11.32. CTS shall not tolerate any fraudulent behaviour nor credit/debit card fraud (Chargeback Fraud). In the event of suspected or actual Chargeback Fraud, the Company shall be within its rights to initiate criminal proceedings in the jurisdiction of the perpetrator and to take any and all actions it deems necessary to protect its interests, insofar as permitted by the relevant laws and regulations, such as but not necessarily limited to:
- a) Suspending, blocking or completely revoking the perpetrator's access to the Electronic Systems of the Company;
 - b) Terminating the Client's Account;
 - c) Seize any funds, profits or revenues which are a direct result of the fraudulent and/or coinciding prohibited activity;
 - d) Inform all affiliated parties, authorities and regulators of the incident.
 - e) Cancel all remaining active orders that are related to the Trading Account and/or payment methods of the perpetrator;
- 11.33. Any and all actions taken by the Company in response to disputes arising directly from the Client's fraudulent activity shall be resolved by the Company, in its absolute discretion, insofar as permitted by the necessary laws and regulations. The Company's decisions shall be final.
- 11.34. Upon notification of a chargeback request from the credit/debit card provider of the Client, the Company shall reserve the right, upon reasonable suspicion of chargeback fraud, to carry out an investigation as to the validity of the chargeback request and to charge the Client of an investigation fee of up to €150 (EUR one hundred and fifty) or equivalent.

12. TRADING PLATFORM & ELECTRONIC SYSTEMS

- 12.1. Upon the creation of a business relationship between the Parties and the completion of the Account Registration Procedure, the Client shall be granted a non-transferrable, non-exclusive and fully recoverable limited license to use the Trading Platform, the full features of the Company's Website and the necessary access to the systems and software to facilitate the Client to transact and to place orders with the Company.
- 12.2. The Client shall receive the necessary access information for the Trading Platform from the MT5 Platform Licensor upon the creation of the business relationship with

the Company, directly to the Client's email. The intellectual property rights of all systems, platforms, websites, trademarks, trade names, documents and designs are owned by the Company or the Company's suppliers and affiliates (if used by the Company under license), at all times. No permanent rights or interest shall be created for, or transferred to the Client whatsoever in relation to the rights of use and access to the Company's Systems and Services, which is explicitly granted to the Client by the Company upon the creation of the business relationship. The Company retains the absolute right without limitation to effect and implement any alterations, updates or substitutions to all or part of its Systems without notice to the Client.

- 12.3. Clients may only access and/or download and/or use the content, systems and services of the Company for their own personal investment interests. Any and all content provided and disclosed to the Client must be treated as confidential. Clients may not (re)publish, (re)distribute nor attempt to reverse engineer or reproduce the content or the Company's Electronic Systems to any third party outside of this Agreement.
- 12.4. The Client understands and accepts that within the scope of this Agreement, Client Orders are placed and transactions are entered into solely through the Company's Electronic Systems which can only be accessed with the Access Data that is unique and exclusive to each Client. The Client therefore understands and undertakes to take all necessary and reasonable security precautions to safeguard the confidentiality of their information, especially (but not limited to) their Access Data, portfolio information, transaction history, account balance, deposit and withdrawal information and so forth.
- 12.5. The Company will not be held liable or responsible for any losses or costs sustained by the Client in relation to the outcome of any instruction given, communication made or order placed through the Company's Electronic Systems online. The Client remains responsible, at all times for all orders placed, instructions given, transactions engaged with and the accuracy and correctness of any information given to the Company in connection to them.
- 12.6. The Client undertakes and guarantees to notify the Company as soon as it comes to their attention that their Access Data may have been compromised, stolen, lost, or are subject to unauthorised use so that the Company may take immediate actions and measures to protect the Client's funds. The Client accepts that the Company cannot know, nor can it reasonably be expected to know or identify cases where an unauthorised access is being made with the Client's Access data without their consent or knowledge.
- 12.7. The Company shall therefore be entitled to act upon any Order given by a Client through the Trading Platform. At the same time, the Client accepts that they shall be personally responsible for all Orders made through their Access Data and any order made as such shall be reasonably deemed, by the Company, to have been made by the Client. The Company shall bear no responsibility or liability in the event that an unauthorised third-party gains access to the Client's information, such as but not necessarily limited to, their electronic address(es), communications, personal data, transmission data and financial information of any type that originates from the Client with

the intent to be transmitted to the Company or its affiliates and suppliers through the internet or other communication means.

- 12.8. The Client understands and acknowledges that all electronic communications and infrastructures may experience delays, disruptions, blackouts or data corruption and for these reasons there may be instances where the Company's content and services through its Electronic Systems is disrupted. The Client therefore accepts that the Company will not be held liable nor responsible for the occurrence or consequences in the event of any disruptions to the Client's accessibility of the Company's Electronic Systems.
- 12.9. The Company undertakes insofar as is objectively reasonable, to maintain its Electronic Systems to ensure that its digital infrastructure operates sufficiently, effectively and securely. To achieve this, regular maintenance, updates, upgrades, shut-downs, restarts, resets, refreshing the servers and so forth may be necessary to its software and hardware systems which may cause unavoidable and necessary downtime, delays or inaccessibility to the Electronic Systems of the Company. The Company shall undertake its best efforts to maintain its systems outside of the trading hours of the Trading Platform, however the Client understands and accepts that this cannot and will not always be possible. In the event that a planned maintenance must occur within trading hours, the Company will undertake to provide the Client with sufficient prior notice. The Client therefore understands the necessity of the above and discharges the Company in respect of any liability regarding potential damages or financial losses sustained by the Client in connection to any downtimes, unavailability, delay or interruption to the normal operation of the Electronic Systems.
- 12.10. The Client understands that events and circumstances outside of the Company's control may affect or disrupt their access to the Company's Electronic System or the markets and services it provides access to and therefore discharges the Company from any liability in relation to the continuous and uninterrupted availability and access thereof.
- 12.11. The Company does not make any express nor implied guarantees, representations or warranties as to the condition, quality or performance of its Electronic Systems. The Company shall therefore not be liable, insofar as permissible by the law, for any damage or loss sustained to any equipment, software or data, due to the effects of malware, defects or malfunctions in connection to the Client accessing the Company's Electronic Systems.
- 12.12. The Client remains responsible to acquire, keep and maintain functional the necessary and compatible equipment to access the Company's Electronic Systems. For the elimination of any potential doubt, this clause refers to any electronic device capable of processing and displaying the Company's Electronic Systems while having continuous, uninterrupted and reliable access to the Internet, such as a personal computer, mobile phone or tablet device. This includes telephone access or other access line so that there is an established alternative line of communication between the Parties outside of the Company's Electronic Systems to ensure continuity of communications.

- 12.13. Access to the Internet is a necessary, essential and inseverable pre-requisite to effect this Agreement. The Client remains solely responsible for obtaining access to the internet through a reputable and reliable service provider and to sustain the costs of upkeeping this access.
- 12.14. The Client warrants, undertakes and understands the necessity to establish, install and implement adequate and appropriate systems and measures of protection of the security, integrity and functionality of their Electronic Device(s) and to protect their system(s) from malware, spyware or similar malicious software, data material or device that may potentially harm their own interests or the Electronic System of the Company. The Client understands that the Company will not and cannot be held responsible or liable for any delays or data integrity issues that may arise from the Client's own mismanagement, negligence or incompatibility of their hardware and software systems and configurations.
- 12.15. The Client understands and acknowledges that the Company shall not, cannot and will not be held responsible or liable, under any circumstance whatsoever, in the event that the Client is exposed to malicious software or is the target of a hacking attack and has suffered financial, property, information or data loss as a result thereof. The Client further undertakes to protect the Company from the malicious or negligent transmission from their device(s), of malicious software or similarly harmful, dangerous and illicit data, information, material or device which may potentially harm the Company's Electronic Systems.
- 12.16. The Company reserves the right to suspend, freeze or terminate the access of any Client to the Electronic Systems, in its absolute discretion, acting reasonably and with reasonable cause. This may occur in instances such as, but not limited to, the consistent failure or neglect of a Client to fulfil their payment obligations toward the Company or in situations where the Client has abused the Company's systems and policies in a way that adversely affects the standing, reputation, economic interests and market perception of the Company, its promoters and affiliates or where the Client is in direct contravention of this Agreement and the peripheral provisions of the Policy Suite, or where the Client has engaged in suspicious transactions, unauthorised use of market data, market manipulation and generally prohibited behaviour by the relevant Laws and Regulations.
- 12.17. Any content, such as but not limited to figures, trends, charts, prices and values displayed within the Company's Electronic Trading Systems in general or in respect of a Transaction or Order does not and should not be assumed or understood to constitute an offer to the Client from the Company to enter into any transaction. Orders and transactions are initiated solely by the Client. Furthermore, the Company may change, update or remove such Content at any time, in its absolute discretion without limitation, even after the Client has indicated their intent to transact or to place an order, or even after such transaction or order has been placed.
- 12.18. Transactions opened with CTS and Orders placed on the Trading Platform shall be orders to trade in a type of Contract for Difference (CFD). This is a contract for the

difference between the value of an underlying asset as indicated on the Trading Platform at the moment of placing the Order and the value at the moment of closing the Transaction. Therefore, a Client may never purchase, nor be entitled to, nor in possession of the underlying asset on which their Order is placed for such a product.

Incorrect Price Quotes & Price Errors

- 12.19. The Client acknowledges and agrees that they will transact and place orders with CTS, at the Prevailing Market Prices or at prices which are adequately representative of the Prevailing Market Prices, regarding the relevant financial instruments and/or their underlying assets and that the Company shall not be bound or required to execute orders placed at Incorrect Price Quotes or Price Errors. The Company further reserves the right to decline any orders placed at prices which the Company views in its absolute discretion to be outside the Prevailing Market Prices.
- 12.20. To provide a few examples, an Incorrect Price Quote could potentially occur in, but not limited to, the following ways:
- a) An obvious misquote, quotation error or execution error on behalf of CTS on its Electronic Systems, due to factors such as but not limited to, an inaccurate entry made by a dealer of the Company and/or the placement of a quote or trade at a price which is not representative of the Prevailing Market Prices;
 - b) A misquote made by any market, execution venue, exchange, or any third-party source or provider of information on which CTS reasonably relies in conjunction with the relevant market conditions at the time of the order placement;
 - c) An erroneous Price Quote (a Price Error) resulting from software or hardware failures to the Electronic Systems of the Company and/or its communication lines and data feeds with its suppliers, Affiliates, third-party vendors and suppliers.
- 12.21. CTS has established systems and procedures to identify Price Errors and Incorrect Price Quotes. In the event that an Incorrect Price Quote and/or a Price Error has been identified, the Company reserves the right to remedy the error irrespective of whether an order has been placed and/or whether any financial or contractual commitments have been established between the Company and the Client.
- 12.22. CTS shall not be liable for any resulting errors in the Client's account balance(s), in the event that a Client receives and acts upon an Incorrect Price Quote or a Price Error by placing an order. Nevertheless, for the protection of the Client's interests, CTS reserves the absolute right to perform any (or any combination) of the following actions wherever an Incorrect Price Quote or a Price Error is identified:
- a) Make any changes to the Client Account involved to return it to the closest possible position that it would have been in, had the Incorrect Price Quote or Price Error had not occurred;

- b) Make any changes to the Client Order in question so that it reflects the real Prevailing Market Prices and the reasonably estimated and fair terms thereof, at the time of its placement. If the Client disagrees with the altered terms of said Order or in the event that the Client fails to promptly confirm the proposed alterations to the Company, then the Company may void the transaction where an Incorrect Price Quote or Price Error has occurred under this section, so that the Account will return to the closest position possible, had the Order never been placed;
- c) The Company may void the trade order entirely and return the Order funds to the Client; or
- d) Immediately close the trade order at the current Prevailing Market Prices;
- e) Make the necessary alterations to the opening and/or closing price of the trade order in adjustment to the Prevailing Market Prices at the time of placement so that the Order may be executed properly, eliminating the effects of the Incorrect Price Quote or Price Error;

12.23. CTS shall not be liable or responsible for any loss (including loss of profit or consequential/indirect loss), cost or expense that the Client may incur as a result of an Incorrect Price Quote or a Price Error, whether that results from the Company's decision to act under the provisions of clause 12.22 above (insofar as the exercise of said provision does not result in fraud, or gross negligence), or in the event that the Incorrect Price Quote or Price Error originates from an external source outside of the Company or from the Company's decision to take no specific action.

12.24. Where a Client Order has been executed under an Incorrect Price Quote or Price Error, the Client has received funds in excess and as a result of the Incorrect Price Quote or Price error and the Company has decided to exercise its rights under clause 12.22 above, then the Client shall be liable to immediately return the funds or an equal sum to the Company.

13. CLIENT ORDERS & BEST EXECUTION

- 13.1. The Client may place an order directly on the Trading Platform. Clients may only have one Client Account.
- 13.2. Clients may only place Orders for themselves, for their own benefit and not on behalf of third-parties or for the interests of other persons beyond the scope of this Agreement.
- 13.3. The Client acknowledges that any order placed with the Company shall be executed Over the Counter (OTC) outside of any Regulated Market (RM) or Multilateral Trading Facility (MTF).

- 13.4. Client Orders may only be placed on the Trading Platform during the normal trading hours of the Company which can be seen on the Trading Platform and/or the Company's Website, as amended or updated from time to time.
- 13.5. The necessary information on the types of Orders and the type of instructions such as limits, stop loss and/or take profit that the Client must send to the Company, alongside any specific product timeframes can be seen on the Trading Platform.
- 13.6. The Company undertakes to inform its Clients of all Market Holidays or any specific changes in the trading sessions of instruments through messages and/or announcements on its Website and the Trading Platform or via email. The Client remains responsible to visit and read, on a regular basis, the relevant announcements made on the Company's Website or the Trading Platform and to remain informed with regards to the product specifications of the products that they wish to trade in.
- 13.7. The Company shall take all reasonable, necessary and sufficient steps to obtain the best possible result for the Client when it executes a Client Order and/or whenever it follows specific instructions given by the Client in relation to the Order or certain aspects of the Order.
- 13.8. When executing Client Orders, the Company shall act in accordance with the provisions of its Order Execution Policy, which forms a vital and inseparable part of this Agreement which is binding on the Client upon the completion of the Account Registration Procedure. The Client is expected to read and understand the Order Execution Policy and to visit the Company's website to remain informed of any amendments, updates and/or changes to the Company's crucial policies which remain available on the Company's Website at all times. In the event that material changes have been made to the Company's Policies, the Company may circulate relevant announcements through its Website and/or by email.
- 13.9. Upon receiving an order, CTS shall be entitled to rely and act on the relevant instructions and necessary specifications in executing the Order for the Client. Upon placement of an Order by the Client and its reception by the Company, the order becomes binding on the Client. The Company shall be entitled to act on any instruction it receives, inasmuch as it reasonably believes that it originates from the Client.
- 13.10. Orders placed directly on the Trading Platform shall be deemed as immediately received by the Company. The Client can open and close positions directly on the Trading Platform and can further modify their orders in the ways prescribed expressly for each product on the Trading Platform.
- 13.11. In the event of exceptional circumstances, for example where the Client cannot access the Trading Platform due to network issues or outages, the Client may provide instructions to the Company via email, provided that the Company has verified the Client's identity and is satisfied that the instructions are clear, precise, and coherent. Orders received by email in such exceptional circumstances shall be transmitted by the Company to the Trading Platform and shall be processed as if they had been originally placed by the Client through the Trading Platform, as soon as is feasibly

possible. In the event that the Client cannot access the Trading Platform and at the same time cannot access or communicate via their email, the Client may then call the Company's trading department directly to place orders or to give instructions regarding open positions, provided that the Company is satisfied of the Client's identity and their ability to give clear, precise and coherent instructions.

13.12. CTS is required under MiFID II regulations to record and retain all conversations and communications made between the Company's representatives and/or its staff and the Client, and all transaction/trade history and information for a minimum period of five (5) years. Beyond its regulatory function, these records shall also serve as evidence of the order history and specific instructions given by the Client throughout the business relationship of the Parties.

13.13. Aside from its regulatory obligations, the Company shall not be required or compelled to accept any Order or instruction relating to an order, and it shall not enter into a transaction unless it explicitly decides to, in its absolute discretion, without being obliged or required to provide Clients with any explanation or justification in relation to its decision.

13.14. Upon placement, Client Orders may be withdrawn or amended subject to direct notification by the Client and the express consent of the Company. On this issue, the Company can only cancel Orders or follow amendments to instructions regarding orders whose execution has not yet began up to the point of notification by the Client. The status of Client Orders shall be permanently displayed on the Trading Platform. In the event that a Client's accessibility to the Trading Platform is limited, the Client can receive order status information through email.

13.15. CTS shall not be liable nor responsible for any resulting loss, unexpected expenses, costs or liabilities, indirect or consequential loss sustained by the Client as a consequence of any instruction given, communication made, or information provided in relation to any Order placed with and executed by the Company. The Client shall remain solely responsible for any order placed and all information and instructions given to the Company for the execution of the Order whether they have personally placed such order or instructions through the Trading Platform or through other means of transmitting order instructions. Moreover, the Company shall not be liable for any delays, interruptions or inaccuracies related to the transmission of instructions and information pertaining to an Order and its execution, which are caused by factors or persons which lie beyond the reasonable control of the Company.

13.16. CTS reserves the right in its absolute discretion and without liability, nor obligation to provide a notice or justification to the Client, to refuse the transmission or execution of any Client Order. The Company may then further restrict or suspend the Client's ability to trade on its Electronic Systems, cancel or freeze existing and future orders (or refuse their execution) or revise any executed transactions, if it reasonably believes that any or a combination of the following circumstances have arisen:

- a) The Order(s) in question aim, or may reasonably be suspected as aiming to manipulate the market and therefore the validity of the Order is uncertain;

- b) It is suspected that an Order has abused information that is confidential and the exploitation thereof constitutes insider dealing;
- c) The funds of an Order, or a Transaction is associated with, or the Company may have good grounds to believe that it is associated with, the legalization of proceeds of crime;
- d) The Client is suspected or may reasonably be suspected to be engaged in money laundering and/or terrorist financing and/or other criminal activity;
- e) The Company has received instructions from regulatory/supervisory authorities of Cyprus to treat the Client as a suspect of engaging in any activity mentioned in points a) to d) above;
- f) The Company has been ordered by a court order to suspend all interactions with the Client and/or to freeze all Client assets;
- g) The Company has been ordered to co-operate with any anti-fraud and/or anti-money laundering authorities and their investigations in relation to the Client;
- h) The submission process and/or communication of instructions in relation to the Order were disrupted, due to technical and/or connectivity issues, and the Company cannot guarantee its proper execution;
- i) The Order would be directly or indirectly affected by Abnormal Market Conditions;
- j) The trading volume, conditions and liquidity of the market would prevent the appropriate execution of the Order;
- k) The lack of available cleared funds deposited with the Company in the Segregated Client Funds Account necessary to cover all Client obligations/charges in relation to the Order, or previously executed Orders. Without prejudice to this clause, the refusal of transmission or execution of a Client Order, shall not absolve the Client from any pre-existing obligations/charges they may have regarding previous Orders with the Company;
- l) A notice for termination, subject to the provisions of clause 25 of this Agreement, was sent by either party;
- m) The Client has defaulted in their obligations and/or the Account has been flagged to be in default, or the Client has failed to act upon a Margin Call of the Company to keep their positions open;
- n) Force Majeure Event(s);
- o) The relevant Client Order has been placed under Abnormal Market Conditions, or such conditions have arisen after the placement of the Order but before its execution;

- 13.17. The Client hereby understands and agrees that CTS reserves the absolute right, in its absolute discretion, to refuse the placement and subsequent execution of any Order in accordance with the provisions of clause 13 herein, without being obligated to provide justifications or explanations to the Client regarding its decision. The Client further understands, represents and warrants that they shall not knowingly and intentionally place any Order or provide any instruction regarding the execution of an Order, to the Company, which would require the Company to execute or attempt to execute the Order within any of the circumstances described in clause 13.16 points a) to o) above.
- 13.18. CTS shall take all reasonable steps during the execution of Client Orders, to obtain the best possible result for their Clients (subject to the provisions of the Company's Order Execution Policy) whilst taking into account the price, costs, speed, likelihood of execution and settlement on the prices and in accordance with the instructions given by the client and the size, nature or any other consideration that is materially relevant to the execution of the Client Order. Nevertheless, the Client understands and accepts that, notwithstanding the Company's best endeavors, the execution or transmission of an Order may not always be feasible at the price, size and/or under the instructions or conditions requested by the Client, or it may not be able to be executed or transmitted at all.
- 13.19. All Client Orders are executed at the "Bid"/ "Ask" prices offered on display on the Company's Trading Platform. However, due to external factors which lie beyond the Company's control, such as but not limited to, increased market volatility, any unusual or adverse market conditions, speed and quality of the Client's connectivity with the relevant servers, the "Bid"/ "Ask" prices requested by the Client and the real market prices during the Order confirmation stage may differ. This is known as slippage. Regardless of it, the Company executes Client Orders at the opening or closing prices at the first available price. Further details can be found within the Order Execution Policy of the Company.
- 13.20. CTS shall not be responsible for the best execution of Orders for which the Client has given specific instructions and/or has set specific price thresholds upon which the Company has relied and executed the Order on behalf of the Client. The Company shall therefore be deemed to have fulfilled its best execution obligations upon the faithful execution of a Client Order under the specific instructions received, irrespective of the result obtained for the Client.
- 13.21. Depending on the volume of an Order placed by a Client, the Company may only be able to offer partial execution. As the placement of any Order is a direct and unequivocal confirmation of the Client's willingness and intent to trade in the relevant financial instrument, the Company reserves the right to proceed with partial execution without obtaining prior express consent from the Client. The Client will naturally be able to see the successful volume of execution immediately in the transaction history of their Trading Account.

14. COMPLAINTS

- 14.1. CTS receives, examines and resolves valid Client complaints in accordance with the Complaints Handling Policy which forms an integral and inseverable part of this Agreement which can be found, at all times, on the Company Website.
- 14.2. CTS shall uphold and maintain effective and transparent procedures for the reasonable and prompt handling of complaints and/or grievances in adherence and compliance with applicable Laws, Regulations and Instructions circulated by the Cyprus Securities and Exchange Commission (“CySEC”).
- 14.3. Among its responsibilities, the Company shall establish and maintain effective record-keeping procedures to record and store, for a minimum of five years, all complaints/grievances lodged from its Clients, along with a record of all communications exchanged or measures taken for their resolution.
- 14.4. The Complaints Handling Policy does not cover funds owed and/or liabilities of the Client towards the Company. The Company reserves the right to begin recovery procedures in relation to debts and/or settlement of liabilities owed to the Company by the Client through all the legal and regulatory avenues available, irrespective of any pending Client Complaints filed or escalated against the Company.
- 14.5. Complaints must be submitted to the Compliance Department of the Company, in accordance with the procedure set out in the Complaints Handling Policy. The Client shall strictly communicate with the Compliance department. Any communications made to or received from any other department, member of staff or representative of the Company shall not be intended nor should it be considered to be related to the Complaints handling procedure.

15. TRADING ON LEVERAGE

- 15.1. CTS’s Leverage Policy contains all the necessary information for the Client to make an informed decision whether to trade on leverage or not. Furthermore, the Leverage Policy provides important information on Negative Balance Protection, Margin Calls and the Stop out Rule. The Leverage Policy is a fundamental and inseverable part of the Client Service Agreement, which the Client agrees to be bound by immediately following the completion of the Account Registration Procedure, and it can be found on the Company’s Website at all times.
- 15.2. The Client acknowledges and agrees that the Company reserves the right to close any open positions if the Client’s equity drops below 50% of the margin requirement which is necessary to maintain said positions open, as required by EU Regulations (The Stop Out Rule). This rule applies only to Retail Clients. The open positions shall be closed at the prevailing market price. This clause shall not override nor prejudice any other provision set out herein.

- 15.3. CTS undertakes to notify the Client, via email and/or through an automatic notification on the Trading Platform, in the event of a Margin Call in advance of the closure of any open positions held by the Client as soon as the Client's deposited equity falls below 100% of the margin needed to maintain their open positions. Nevertheless, the Client agrees and acknowledges that under circumstances of market volatility, the Company may not be able to contact the Client on time and may be forced to close the Client's position to prevent undue losses.

16. PROHIBITED ACTIONS & EVENTS OF DEFAULT

- 16.1. The Client hereby understands, acknowledges and accepts that the actions prescribed within this clause are absolutely prohibited, the performance of any or a combination thereof shall constitute an Event of Default, without prejudice to clause 16.4 below, and shall provide cause for immediate termination of this Agreement and the subsequent immediate freezing or closure of the Client's Trading Account:

- a) The interception, monitoring, obstruction or wilful redistribution of communications which are not intended for the Client. This extends to the distribution or redistribution of unsolicited communications of a misleading commercial nature which is prohibited by applicable laws and regulations;
- b) The use of any malware, software, or script that aims to exploit and/or disrupt or violate the integrity of the Company's Electronic Systems, Databases and Communication Systems to the degree that it may induce malfunctions or halting of their functionality;
- c) Any unlawful attempt to reverse engineer or bypass the Company's security measures;
- d) Any unauthorised attempt to access or attempt to gain access or perform any action that could potentially allow for unauthorised access by a third party to the Company's Electronic Systems;
- e) Sending massive waves of requests to the Company's Trading Systems with the effect of causing delays in execution times and destabilizing the trading conditions for the remaining client base;
- f) Engaging in Abusive Trading.

- 16.2. The Client is strictly prohibited from engaging in, attempting to engage in, inducing others to engage in, or to utilize or attempt to utilize software to engage in the following prohibited trading behaviour:

- a) Employing abusive trading techniques such as arbitrage trading, picking/sniping, scalping, or using "Expert Advisors" (automated trading systems/bots) and unauthorised algorithmic trading software;

- b) Coordinating and/or orchestrating coordinated transactions between connected parties to exploit the Company's Electronic Systems or engage in abusive trading strategies by opening opposing orders/hedging their orders to pursue riskless profit during period of unstable market conditions and market volatility, or anticipation of major events, new announcements, opening gaps of trading sessions and so forth.

16.3. In the event that the Client is exposed or is reasonably suspected to have acted in the manner described above, then the Company may, at its sole discretion and without notice nor justification to the Client, adjust the Price Spreads that apply to their transactions, and/or restrict their access to instantly tradeable quotes, confiscate profits directly resulting from the abuse, reject to execute orders, cancel pending orders, refuse to accept subsequent orders and depending on the seriousness of the breach, the Company may immediately freeze, suspend or even terminate this Agreement by closing the Client Account.

16.4. The following shall constitute an Event of Default, rendering this Agreement voidable, immediately without notice and justification, from the part of the Company:

- a) The Client is in breach of the obligations and terms set out herein or in regards to the binding elements of the Policy Suite;
- b) In the event of Bankruptcy or commencement of Bankruptcy or equivalent insolvency procedures in relation to the Client's assets or a substantial part of the Client's assets, in all applicable and relevant jurisdictions;
- c) Consistent failure, inability or willful neglect by the Client to pay their debts or to cover their Margin;
- d) Death;
- e) Absence and/or a lack of communication for an uninterrupted period of one (1) year, signified by the lack of communication and trading activity and the inability of the Company to communicate with the Client after undertaking reasonable efforts to do so;
- f) The Client is affected by loss of capacity and/or becomes of unsound mind within the scope of Contract Law;
- g) The Client has been involved, and/or by association has involved the Company, in any type of fraudulent activity, illegality, has acted in breach of applicable Laws and Regulations, or has created a situation where the Company has been placed at risk of being involved in fraudulent or illegal activity in breach of applicable Laws and Regulations in the event of continuation of services – irrespective of the degree of the Client's involvement in said wrongdoing;
- h) Where a representation made by the Client, throughout this Agreement and clause 5 of this Agreement, has been proven to be untrue or has become factually untrue

and the Client has neglected to inform the Company in rectification within a reasonable timeframe;

- i) The Client has been found to be acting, or is believed to be acting in the reasonable opinion of the Company, in material violation, as a result of their trading activities, of European Union Laws, Regulations and/or Directives, the Laws of the Republic and/or other European Member States that may have jurisdiction over the Client's activity;
- j) Without prejudice to the provision above, the Client is suspected by the Company to be engaged in, or the Company is notified by the relevant authorities that the Client is engaged in, money laundering activities and/or terrorist financing and/or fraudulent activity and/or criminality;
- k) The Client has engaged in any of the prohibited behaviour covered within the first part of this clause;
- l) The Client has submitted fraudulent pre-requisite information for the Account Registration Procedure and/or has performed forgery and/or has submitted forged documents;

17. RISK DISCLOSURE & WARNINGS NOTICE

- 17.1. Contracts for Difference (CFD) involve a high level of risk due to the use of extensive leverage, with the possibility of the Client losing their entire investment capital within a very short timeframe. Such products may not be suitable for all investors. The Client remains responsible at all times to ensure that they understand the nature of the financial instrument they wish to trade in, the degree of the risks involved and that they can bear the risk of their investment by sustaining and enduring any potential losses.
- 17.2. CTS shall assess the appropriateness of the requested Service by relying solely on the information provided by the Client in relation to their financial status, previous experience in similar products, risk tolerance and investment objectives. It shall remain the Client's responsibility, at all times throughout the business relationship with the Company, to inform the latter of any significant changes in their circumstances which may affect or alter the appropriateness assessment previously performed by the Company and to keep the information up to date at all times.
- 17.3. The Risk Disclosures document, along with the Product Key Information Documents (KIDs) form part of this Agreement and shall be binding upon the Client entering into a business relationship with the Company.

18. FEES & CHARGES

- 18.1. The provision of services under this Agreement shall be subject to payment and/or accumulation of fees and charges such as Brokerage Fees, Commissions, Swaps and Spreads. In relation to Spreads, they shall be measured in pip values per instrument. All associated costs shall appear on the Company's Website and the Trading Platform. The Client is responsible to enquire further in relation to any uncertainties they may have regarding costs and charges.
- 18.2. Upon inactivity for six (6) months, which is signified by a lack of transactions or Orders placed with the Company, the Company shall be entitled, subject to notification of the Client through an email, by using the Client's last known/previously submitted contact information, to classify the Account as dormant. Dormant Accounts shall be subject to monthly Account maintenance fees.
- 18.3. Certain deposit and/or withdrawal methods may be subject to fees on a transaction-by-transaction basis. Additionally, the Company shall charge the Client a fee for each deposit or withdrawal that is requested independently of a transaction or Order placed with the Company. Fees and charges may also vary depending on the deposit methods used and an analytical statement on the applicable fees per accepted deposit method can be found on the Company's Website.

19. CONFLICTS OF INTEREST

- 19.1. CTS is required under applicable Laws and Regulations to establish procedures and to take all appropriate measures to identify, prevent and/or manage conflicts of interest that may arise between the Company and its Clients, and/or any affiliate or third party associated with either Party which may have conflicting interests that may affect the independence and impartiality of the services provided to Clients.
- 19.2. To ensure that the Company acts professionally, fairly and honestly towards the best interests of its Clients, we have set up robust internal procedures to detect, prevent and manage conflicts of interest which are expressed, through an informative overview, in our Conflicts of Interest Statement, which can be found at all times on the Company Website. Our Conflicts of Interest Procedures, as amended or updated from time to time, establishes all the necessary and appropriate steps which must be taken by Company, through its risk-taking employees and representatives, to identify and prevent or manage conflicts of interest that may arise during the provision of Investment or Ancillary Services to its Clients.
- 19.3. The Conflicts of Interest Statement and the internal conflict of interest procedures of the Company, DO NOT form part of the Client Service Agreement and therefore do not intend to establish or create any contractually binding obligation on the Company, beyond its responsibility to comply with the Cyprus Investment Services and Activities & Regulated Markets Law 87(I)/2017 transposing MiFID II.

20. COMMUNICATION

- 20.1. The Company's official communication language, its documents and the Electronic System display language of the Company shall be the English Language. Any document translations or any announcements or emails circulated which contain information provided in any language other than English shall be strictly for information purposes only and shall therefore have no binding effect, nor shall they establish any responsibility or liability in relation to the correctness, accuracy and reliability of said information. Company documents shall be made available to the Client only in the English Language and they can be found at all times on the Company's website. The Client should refer to the Website for all announcements, disclosures and information regarding the Company's services which is provided in English.
- 20.2. The Company may use any of the following method of communication, or a combination thereof, to communicate with the Client:
- a) Email;
 - b) Through any software/technology utilized in the Company's Electronic Systems;
 - c) Over the telephone;
 - d) Post; and/or
 - e) Any commercial courier or delivery service.
- 20.3. The Client maintains the responsibility to ensure that they have read and that they remain constantly informed and up to date with any and all communications made by the Company from time to time, via any of the stipulated communication methods set out above.
- 20.4. The Client should further note that the prescribed method of submitting written Notices between the Parties for the purposes of this Agreement, in accordance with clause 30 below, shall be in writing via email.
- 20.5. CTS's contact details are available, at all times, on the Company Website.
- 20.6. The Client acknowledges and accepts that the Company's Product Key Information Documents shall be provided through, and remain available at all times, on the Company's Website. If requested by the Client, the Company shall send an electronic copy of the Product KIDs to the Client's email address.
- 20.7. The Company shall use, and the Client consents to such use by the Company of the Contact Information provided by the Client through the Account Registration Procedure, to communicate with the Client. The Client acknowledges that they remain responsible to inform the Company immediately of any changes to their Contact In-

formation. The Company shall not be liable for any consequence or outcome stemming directly or indirectly from the Client's neglect to inform the Company of any changes to their Contact Information.

20.8. CTS's normal working hours shall be 09:00 am to 18:00 pm (GMT+3) on every Business Day (excluding national holidays or other occasions which shall be announced on the Company Website). The Client shall be able to communicate with the Company via email during those hours. The Company reserves the right to call the Client, due to urgency, outside of its normal working hours.

20.9. The Client warrants and represents that they shall acquire and maintain the necessary communication means to give effect to the terms of this Agreement. However, the Client agrees and accepts that the Company shall not be liable nor responsible to cover any fees and costs incurred by the Client in relation to the acquisition and/or maintenance of said means of communication.

20.10. The Client promises to act in a courteous, polite and cooperative manner when communicating with employees of the Company;

20.11. In the event of the contrary, the Company reserves the absolute right to take the following actions in any instance where it is found, or reasonably believed, that the Client is acting in a rude, or abusive, or unreasonable and/or uncooperative manner:

- a) Pause or terminate the ongoing communication with the Client at any time;
- b) Cease the communication with a Client in relation to an issue which the Company has reasonably been satisfied that it has been answered, or in the event of a complaint, that the case has been closed;
- c) Cease communicating over the phone and move to strictly written communication through email instead;
- d) Terminate the Client Service Agreement and close the Client Account.

21. DATA RECORDING & RECORD KEEPING OBLIGATIONS

21.1. CTS is required by the laws and regulations of the Republic of Cyprus, in transition of the (EU) MiFID II Directive, to record and keep all such records of all communications, services, activities and all transactions undertaken in relation to its Clients.

- 21.2. All communications made between the Parties, be they written or oral over the telephone, shall be recorded and kept by the Company for a minimum period of five (5) years from the end of the business relationship.
- 21.3. The company may record telephone conversations without giving prior auditory warning, so as to ensure that important details about transactions and other information are recorded correctly and immediately. These recordings are stored in a durable medium so that they can be played back or copied. Moreover, these records shall be kept in a way that prevents any changes or deletions to the original version. The Client acknowledges and accepts that the Company shall provide copies of such recordings, promptly and without the express consent and notification of the Client, to any Regulatory Authorities that may request said records.

22. CONFIDENTIALITY & DATA PROTECTION

- 22.1. The Client hereby acknowledges that, upon completing the Account Registration Procedure, opening a Trading Account and entering into a business relationship with the Company, and therefore throughout the relationship, the Company shall receive and use the Client's personal data within the meaning of the General Data Protection Regulation (EU) 679/2016 (henceforth "GDPR") and any similar or concurrent laws and regulations that may be in force from time to time.
- 22.2. The Company hereby informs the Client of its Compliance with the GDPR and all associated laws and regulations through the Privacy Notice document, which forms part of this Agreement and which can be found, at all times, on the Company's Website.
- 22.3. The Client hereby consents to the processing and storage of their personal data and information, along with all records of their dealings with the Company throughout the business relationship, for as long as the Client's Trading Account is registered and active with the Company under the terms and conditions set out herein and for as long as is required under all applicable laws and regulations throughout and after the end of the relationship.
- 22.4. For the purposes of GDPR, the Company shall act as the Data Controller. The Company shall share this information across the Company's various departments which are responsible for handling different aspects of the Trading Account usage. For the purposes of this Agreement, the Company may disclose the Client's personal data to affiliate companies, local or EU competent authorities and international tax authorities (FATCA), marketing companies, affiliated service providers and Financial Institutions.
- 22.5. The Company shall establish appropriate technical and organisational measures to ensure the adequate protection and security of Client information based on the risks faced by the Company.

22.6. Similarly, the Client understands that data transmission over the internet or other networks does not always guarantee the safety of personal data. Therefore, the Client shall be responsible to make sure they transfer data securely.

22.7. The Client's personal information shall be securely stored and kept for a period of five (5) years from the end of the business relationship between the Parties and for a period of up to seven (7) years if requested by any Competent Authority, and/or Regulator and/or the Financial Intelligence Unit.

23. COMMON REPORTING STANDARDS (CRS).

23.1. CTS is obliged to comply with the Common Reporting Standards (CRS) Regulation requirements to collect, retain and exchange (annually) financial information between all cooperating jurisdictions. The Client understands, acknowledges and hereby accepts that the Company may collect and forward such information to the local tax authorities, which in turn may exchange this information with the tax authorities of participating jurisdictions of intergovernmental cooperation agreements.

24. TERMINATION

24.1. This Agreement will remain in effect until either Party chooses to terminate it. This provision does not affect any other terms, including those related to the event of Client Default. In the event that either Party wishes to terminate this Agreement, written notice, via email, must be provided to the other Party, at least 15 days prior to the termination.

24.2. CTS reserves the right to terminate this Agreement with immediate effect and without prior notice, in the event that the Client is in breach of the terms set out herein, as well as in the Event of Default and/or Force Majeure.

24.3. CTS may also terminate this Agreement in case that a negative or zero-balance Client Account remains inactive for a 12-month period.

24.4. It is hereby agreed by the Parties that, upon termination of the present Agreement, any outstanding payments on the Client's behalf shall become due immediately. Such payments may include, but shall not be limited to, any and all expenses regarding the termination of this Agreement, any amounts due in relation to any pending transactions, and/or open positions, and/or contracts or any other relevant obligations whose payments may be due in terms of transaction charges, fees and so forth. Alternatively, the Company shall finalize any pending transaction and/or contract on the Client's behalf, which has been entered into prior to the termination of this Agreement and as such, those will be governed by the provisions of this Agreement, as provided herein. Before transferring any available credit balance to the Client, the Company shall retain the amount of any pending payments, and/or fees and/or expenses. It is

also acknowledged that any charges resulting from the transfer of the remaining balance shall be deducted in the same way.

- 24.5. It is hereby agreed that, in the case of involvement of the Company in cases of fraud, as a result of actions of the Client, the Company reserves the right to refuse to execute pending orders and to cancel preceding orders and transactions, as deemed appropriate, in order to preserve the interests of the Company and its Clients.

25. FORCE MAJEURE

- 25.1. It is hereby agreed that CTS shall not be held liable for breach of this Agreement and/or future damages of any Client by the occurrence of Force Majeure circumstances, including, but not limited to, an Act of God, War, Outbreaks and any form of European Union decision (for example an ESMA Product Intervention measure), Regulation or Directive, Governmental Action, decisions of any Judicial body, Legislative Enactment and/or Regulatory Instrument of the Republic of Cyprus, acts of labor strike and other relevant activities, regardless of whether such occur within or outside of the Company, any failure of operation regarding the Company's Electronic Systems and means of communication of any kind, irregular/abnormal market activity/conditions and any other circumstances that render the Company incapable of taking sufficient action for the reimbursement of its Clients.

- 25.2. It is also agreed between the Parties, that the Company may, by exercise of its reasonable discretion, determine the occurrence of a Force Majeure event and as so, may take the appropriate measures, while considering the interests of its Clients. Nevertheless, it is acknowledged by the Client that in such occasion, the Company shall bear no liability for a potential failure, resulting inadequacy and/or setback regarding such measures, or the omission of imposing such measures at all.

- 25.3. In the occurrence of Force Majeure Events, the Company's Negative Balance Protection shall remain in effect in relation to Retail Clients.

26. LIMITATION OF LIABILITY & INDEMNITY

- 26.1. The Client hereby acknowledges that CTS shall not be liable nor responsible to the Client or any other person, in relation to any liability or responsibility arising under any of the following circumstances:
- a) The Company shall not be responsible for the decisions of a Client, regarding trading actions and strategies, and therefore, shall not, in any case, be held liable to the Client or any person engaging in trading activities and placing Orders with the

Company on their behalf. The Company makes no warranty or guarantee as to the performance or profitability of any decisions taken by the Client and shall thus not be liable for any loss suffered in relation to any Order executed by the Company on the Client's behest unless it can be reasonable proven to be a result of the Company's gross negligence or willful default.

The Client further warrants and represents that they shall indemnify the Company and the Company shall remain thus indemnified against any claims, damages, expenses or overall liability in relation to any Third-Party that may arise as a result of this Agreement and/or as a result of the disposal of the Client's Financial Instruments and the execution or non-execution of the Client's Orders. Similarly, the Company shall not be liable for any act, omission or default of any counterparty to the Client's transactions such as, but not limited to, banks, liquidity providers and so forth.

- b) The Company shall not be liable in relation to any consequential, circumstantial, indirect or special damages incurred by the Client or any related Third-Party in direct connection to the execution of Orders or any transaction under this Agreement.
- c) The Company shall not be liable nor responsible for loss or damage to the Client due to malfunction of the system, network overload, internet connection interruptions, transmission failure, interventions from malicious actors and/or other technical issues on the network. It is also acknowledged that access to the Trading Platform may be restricted or suspended, due to any such occurrences, or in the event that CTS, upon consideration, suspends the access on Trading Platform.
- d) The Company shall not be liable for damages resulting from any form of malware, originating from the Trading Platform and/or any form of software of CTS, provided that the Company has taken reasonable care in order to prevent such occurrence. It is also hereby agreed that the Client must ensure that no malware of any kind is introduced from their side into the Trading Platform or any other network or Electronic System of CTS and in such event, the Company shall be entitled to indemnification for any damage and/or loss resulting from such occurrence.
- e) The Company shall not be liable nor responsible for potential delays, imprecisions or errors and any resulting losses, costs or opportunity costs resulting from the Client's reliance upon any information provided through the Trading Platform.
- f) The Company accepts no liability in relation to damages and/or losses resulting from any unauthorized access to the Trading Platform. The Client hereby discharges the Company of any form of liability and/or claim in relation to any losses and indemnifies the Company in respect of any judgments and/or other proceedings due to the actions of any person accessing the provided services by using the Client's Access Codes, regardless of whether such actions were authorized by the Client.

27. AMENDMENTS

- 27.1. It is hereby agreed that CTS reserves the right of amendment of any of the provisions of this Agreement, which may include, but not be limited to, the alteration, addition or deletion of a provision and/or part thereof, at the Company's own discretion. Such discretion may be exercised in consideration of the improvement of User Experience, compliance with the relevant regulations and so forth.
- 27.2. In case of an amendment, the Company will inform its clients by announcement on the Company's website. It is noted that the up-to-date versions of this Agreement shall be available on the website at any time. In the event of a significant change, the Company may additionally inform its clients through the circulation of an email. However, Clients remain responsible to regularly consult the official website for such announcements and to stay up-to-date with the newest versions of all Company documents.
- 27.3. By continuing to use the services provided/offered by CTS shall be deemed as a direct and irrefutable agreement to and acceptance of the latest version of this Agreement, as found on the official CTS website from time to time. However, in the event of disagreement with any subsequent version of this Agreement, the Client must discontinue the use of the services set out herein and provide notice of termination of this Agreement to CTS without delay.

28. SEVERABILITY

- 28.1. In the event that any of the provisions of this Agreement are held in whole or in part to be invalid or unenforceable for any reason, the invalidity or unenforceability of said provision(s) shall not invalidate or render unenforceable the entire Agreement, but rather the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or part thereof and the remainder of such provision(s) shall be severable and remain in effect as legally binding and enforceable, thus the rights and obligations of the Parties shall be construed and enforced accordingly.

29. NOTICES

- 29.1. All notices, declarations, requests and broader communications made between the Parties required or permitted to be given or made by one party to the other pursuant to this Agreement shall be in writing and sent by email without prejudice to the provisions herein that may prescribe alternative modes.
- 29.2. The Company shall send all notices to the email address submitted by the Client during the Account Registration Procedure.

29.3. The Client should send all notices to the Company, to the following email address(es): compliance@cloud-trading.eu

30. GOVERNING LAW & JURISDICTION

30.1. The terms and conditions set out herein, the legal framework regarding the provision of services to Clients by the Company and its Affiliates and all transactional interactions between the Parties shall be governed and construed in accordance with the Laws of the Republic of Cyprus.

30.2. Any disputes which may arise between the Parties and where attempts at complaints escalation and/or alternative dispute resolution have proven inadequate to resolve the dispute, then the Courts of the Republic of Cyprus shall have exclusive jurisdiction to adjudicate in resolution of the dispute.

SCHEDULE A: DEFINITIONS AND INTERPRETATION

I. DEFINITIONS

- 1) **“Abnormal Market Conditions”** shall include times of rapid price fluctuations of the price, rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions.

2) **“Abusive Trading”** Shall include, among others, instances where the following actions are being performed:

- a) The Client by themselves or acting with others, uses an Account to hedge their positions by holding the opposite of their trades in a single or correlated instrument internally by using other accounts held within the Company, or externally by using other trading accounts with other brokers.
- b) The Client by himself or acting with others is creating trading positions with the purpose of generating risk-less profits.
- c) Trading on price latency arbitrage opportunities either by using additional functionalities/plugin-ins (i.e., Expert Advisors, etc.) or by any other means.
- d) Giving instructions on behalf of a Client without due or proper authority.
- e) Abusing the “Negative Balance Protection” which is explained by the Company’s Leverage Policy which can in turn be found on the Company’s Website.
- f) Taking advantage of Swap rates or Swap-free accounts to generate risk-less profits.

If CTS believes or has valid and reasonable reasons to believe that a Client, on their own or in tandem with others, has participated in Abusive Trading then the Company is entitled to:

- a) Cancel any profits or fees generated from “Abusive Trading”;
- b) Offset any losses against related winning hedging accounts;
- c) Terminate the Client’s access to services provided by the Company;
- d) Terminate the Client’s Agreement for the provision of services;
- e) Block the Client’s trading account, immediately followed by the transfer of unused balances (excluding bonuses) to the Client.
- f) Amend Swap rates or revoke the Swap-free status of any account engaged in “Abusive Trading”.

3) **“Access Data/Account Credentials/Login Details”** shall mean the Username, Password, any authentication information of the Client and any other secret codes issued by the Company, which are required for the Client to be able to access and use the Company’s Electronic Systems.

4) **“Account/Client Account/Trading Account”** shall mean the unique personalized Trading Account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

5) **“Account Registration Procedure”** shall include all information submission processes, all website submission documents and requested information. This process shall extend

to the application forms, questionnaires necessary to be completed by the Client, identification document submissions, and the subsequent examination and decision of the Company to take up the applicant as a client, which is defined as the Onboarding stage.

- 6) **“Agreement”** shall mean this Agreement as amended from time to time, inclusive of all document incorporated by reference therein and those identified as binding within the Policy Suite.
- 7) **“Applicable Regulations”** shall mean:
 - a) CySEC Regulations or any other rules of a relevant regulatory authority having powers over the Company; and
 - b) all other applicable laws, rules and regulations of Cyprus and/or of the European Union.
- 8) **“Balance”** shall mean the total resulting financial amount in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time. This amount shall represent the funds available in an Account that the client may use for trading in financial instruments, which is equal to Net Deposits plus any realized profit or loss.
- 9) **“Business Day”** shall mean any day, other than a Saturday or a Sunday or any Cyprus or International holidays.
- 10) **“Bid”** shall mean the lower price in a Quote at which the Client may sell.
- 11) **“Client”** shall mean in general terms, any natural or legal person to whom the Company provides services under this Agreement and specifically a person who has submitted to the Company all required information and documents in relation to the Account Registration Procedure, has read and accepted the relevant Operative agreements, relevant identity checks have been completed to the Company’s satisfaction and who has been accepted as a Client by the Company.
- 12) **“Client Money”** means money that is paid into the Company and is held for the Client. It is calculated as money deposited by the Client in their Account, plus or minus any unrealised or realised profit or loss of an open position, plus or minus any amount that is due by the Client to the Company and vice versa.
- 13) **“Client Onboarding”** shall mean the final stage of the Account Registration Process, where the Company has decided to take up the applicant as a Client subject to the successful finalisation of all KYC and CDD processes.
- 14) **“Company”** shall mean CTS Trading Ltd, a private limited liability company incorporated in Cyprus under the Cyprus Companies Law Cap 113, as amended, with registration num-

ber HE 292182 having its registered address at 11 Florinis, CITY FORUM, Floor 1, Flat/Office 102, 1065, Nicosia, Cyprus being a company authorized and regulated by CySEC under license no. 244/14.

- 15) **“Contact Information”** shall include the Client’s email, telephone number and physical address.
- 16) **“Contract”** Shall mean any contract, unless the context requires a different interpretation, oral or written, for the purchase or sale of any commodity, security, currency or any other supported financial instrument, including without limitation, any derivative contracts, such as CFDs or other transactions related thereto, entered into by and between the Company and the Client.
- 17) **“Contract for Differences (CFDs)”** are derivative financial products that are traded on margin (‘Leveraged Products’). CFDs, which are traded off exchange (or Over the Counter “OTC”), are agreements to exchange the difference in value of a particular instrument or currency between the time at which the agreement is entered into and the time at which it is closed. This allows the Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets. A full list of the CFDs on offer by us is available on the Company’s Website and as found in the relevant Key Information Documents (KIDs).
- 18) **“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.
- 19) **“Custodian”** means a credit institution providing custody, registration and/or settlement services for money and Securities, a brokerage Company holding the respective license, a depository or a settlement system used by the Company.
- 20) **“CySEC”** shall mean the Cyprus Securities and Exchange Commission, which is the Company’s Supervisory Authority/Regulator.
- 21) **“CySEC Rules”** shall mean the Rules, Directives, Circulars, Regulations, Guidance notes, Opinions or Recommendations of CySEC.
- 22) **“Difference”** shall mean, in a CFD, the difference in price upon the opening of a Transaction and the closing of such Transaction.
- 23) **“Electronic Systems”** shall refer to all of the digital, software and electronic systems and mechanisms offered by the Company, its suppliers and affiliates, which aim to assist and enable Clients to place orders, gain access to the Markets, see the prices of financial instruments, receive non-investment advice information and general news on recent developments in the field. This term includes the Company’s Website, access to the Trading Platform(s) offered in cooperation with the Company’s Affiliates.

- 24) “Eligible Counterparty”** shall mean an Eligible Counterparty in accordance with CySEC Rules, as specified in the document “Client Categorization Policy”.
- 25) “Equity”** shall mean the Balance plus or minus any Profit or Loss that derives from Open Positions and shall be calculated as: $Equity = Balance + Profit - Loss$.
- 26) “Order Details”** shall mean the required details in order for the Company to be able to place the Order for example but not limited to the type of Financial Instrument, the type of Order, type of Underlying Asset, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.
- 27) “Execution Venue(s)”** may refer to a Regulated Market, a Multilateral Trading Facility, an Organised Trading Facility, a Systematic Internaliser, a Market Maker, a Liquidity Provider or an entity that performs a similar function in a third country.
- 28) “Expert Advisor”** shall mean a software algorithm (commonly referred to as a “trading robot”) designed to automate trading activities on an electronic trading platform based on specific calibrations by the user. It can be programmed to alert the Client of a trading opportunity and can also trade for the Client’s account, automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.
- 29) “FATCA”** is an abbreviation for “Foreign Account Tax Compliance Act” and shall include any associated regulation or official guidance, treaty, law, enacted in any other jurisdiction or relating to an intergovernmental agreement between the US and any other jurisdiction to facilitate its implementation by Governmental Authorities.
- 30) “Financial Data”** shall mean any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform.
- 31) “Financial Institution”** shall mean banks, financial institutions, brokers or other trading organizations.
- 32) “Financial Instrument”** shall mean the Financial Instruments under the Company’s CIF license which can be found in Schedule B of this Agreement. It is understood that the Company does not necessarily offer all the Financial Instruments which appear on its CIF license but only those marketed on its website, from time to time.
- 33) “Free Margin”** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: $Equity - Used Margin$ [Free margin = $Equity - Used Margin$]. Used Margin refers to the amount that is blocked for the Client’s orders that have not yet been executed. All funds that are not engaged in an Order shall therefore be referred to as Free Margin.
- 34) “GDPR”** means The General Data Protection Regulation (GDPR)(EU)2016/679.

- 35) **“Governmental Authority”** shall mean any governmental, inter-governmental or supra-national body, agency, department or regulatory, self-regulatory or other authority or organization anywhere in the world with competent jurisdiction.
- 36) **“Initial Margin”** for CFD trading shall mean the necessary margin required by the Company for a Client to open a position/place an Order.
- 37) **“Investment Services”** shall mean the Investment Services under the Company’s CIF license which can be found in Schedule B of this Agreement.
- 38) **“Liquidity Provider”** shall mean any financial institution, bank, systematic internaliser, prime broker or market maker which holds itself out on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against their proprietary capital at prices defined by it and/or facilitate the execution of transactions in Financial instruments; Liquidity providers will offer different spreads for different pairs and different volumes for each pair.
- 39) **“Margin”** shall mean the necessary guarantee funds which must be deposited by the Client so as to open or maintain Open Positions in a CFD Transaction with the Company.
- 40) **“Margin Call”** shall mean the situation when Margin Level in a Client’s Account reaches 100% and the Company informs the Client on the Trading Platform to deposit additional Margin when the Client does not have enough Margin to open new positions.
- 41) **“Margin Level”** for CFD trading shall mean the percentage ratio of Equity to Used Margin. It is calculated as follows: $\text{Margin Level} = (\text{Equity} / \text{Used Margin}) \times 100\%$.
- 42) **“Margin Trading”** for CFD trading shall mean Leveraged trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size; i.e., the practise where the Client makes a cash down payment (Margin) with the Company and maintains an amount of money according to Margin Level, giving the Client the right to place Orders in Foreign Exchange worth more than the Margin amount.
- 43) **“Market”** Shall mean any regulated market, or multilateral trading facility (as such terms are defined in the Applicable Regulations) on which Underlying instruments are being traded.
- 44) **“Market data”** shall mean price and trade-related data for a financial instrument reported by a trading venue such as a stock exchange.
- 45) **“Market Order”** shall mean Orders which are executed at the best available market price.
- 46) **“Maintenance Margin”** shall mean the Margin Level calculated by the Company at a certain moment of time that is required to maintain the Client’s Open Positions as set out in this Schedule.

- 47) **“Margin Requirement”** shall mean the requirements set out by the Company in respect of the amount of money necessary to open and maintain Open Positions. Margin Requirements include the Initial and Maintenance Margin Requirements as set out in this Schedule. Margin Requirements always relate to each individual Client account and must be covered by margins available thereon.
- 48) **“Merchant Account”** shall mean a business bank account that allows a business to accept and process electronic payment card transactions in order to be used to settle payment transactions between the Company and its Clients.
- 49) **“Negative Balance”** for CFD trading shall mean the total negative financial amount in the Client Trading Account owed by the Client to the Company.
- 50) **“Open Position”** shall mean any open CFD Position which has not yet been closed. In relation to CFD trading, this may be a Long Position or a Short Position which is not a Completed Transaction.
- 51) **“Order”** shall mean an instruction from the Client to the Company to trade in CFDs or other Financial Instruments.
- 52) **“Order Execution Policy”** shall mean the order execution policy of the Company as set out in detail in the “Order Execution Policy” document (as amended from time to time).
- 53) **“Outsourcing”** means an arrangement of any form between the Company and a service provider by which that service provider performs a process, a service or an activity which would otherwise be undertaken by the Company itself.
- 54) **“Over-the-Counter” (OTC)** shall mean trading of financial instruments directly between two parties, outside of an exchange traded environment.
- 55) **“Party”** shall refer to Company and/or its Client(s), as the case may be, as it appears from the context in which the term is used in this Agreement; the Company and its Client(s) may collectively, be referred to in this Agreement as the “Parties”.
- 56) **“Pending Order”** shall mean a Buy Limit, a Buy Stop, a Sell Limit, and a Sell Stop order.
- 57) **“Platform/Trading Platform”** shall mean the software application and/or online platform that allows traders to access financial markets and execute trades. It provides real-time market data, charts, and analytical tools to help traders make informed decisions about buying and selling various financial instruments. The Company predominantly offers access to the MetaTrader5 (MT5) Trading Platform to the Client.
- 58) **“Policy Suite”** shall refer to the totality of all the documents and Policies, including the main Client Service Agreement document itself, that make up and constitute the terms and conditions which govern the relationship of the Company with its Clients. The Policy Suite comprises of the following binding documents:
- a) Risks Disclosures and Warning Notices;

- b) The AML/KYC Statement;
- c) The Client Categorisation Policy;
- d) The Complaints Handling Policy;
- e) The Order Execution Policy;
- f) Product Key Information Documents (KIDs);
- g) The Leverage Policy.
- h) The MiFID II Disclosures Document.

The documents below do not form part of the binding Agreement itself, however, they still contain important information that should be read by the Client and the information contained therein may thus be reasonably deemed to have been read by the Client upon the commencement of the Agreement between the Parties. The remaining non-binding documents of the Policy Suite are as follows:

- a) The Conflicts of Interest Statement;
- b) The Privacy Notice;
- c) The Investor Compensation Fund Information Document;

59) “Position” shall mean the Client’s position in relation to any CFD currently open on their Trading Account.

60) “Prevailing Market Price” shall mean the average price at which an underlying asset has been sold in a given market within a specific timeframe relevant to the Client Order.

61) “Professional Client” shall take the meaning as defined in the “Client Categorisation Policy”, which can be found on the Company’s Website.

62) “Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

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

64) “Registration Data” shall mean the information and documents requested by the Company during the Account Registration Procedure.

65) “Retail Client” shall take the meaning as defined in the “Client Categorisation Policy”, which can be found on the Company’s Website.

- 66) **“Segregated Account”** means an account held with a banking institution for the purposes of holding Client money. The account is held in trust with Clients as ultimate beneficiaries, in accordance with the applicable rules.
- 67) **“Short (Sell) Position”** for CFD trading 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.
- 68) **“Software”** shall mean the software indicated by the Company which the Client will need to download in order to use the Trading Platform.
- 69) **“Spread”** for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.
- 70) **“Stop Loss”** shall mean an instruction that is attached to a pending order or market order for minimising loss.
- 71) **“Stop Out”** shall mean the liquidation of a position when the Client’s Account Margin Level drops below 50%. The Margin Level may be changed by the Company to match the one provided by the Liquidity Provider(s) and/or at the Company’s own discretion.
- 72) **“Swap”** for CFD trading shall mean the interest added or deducted for holding a position open overnight.
- 73) **“Take Profit”** shall mean an instruction that is attached to a pending order or market order for realizing profits.
- 74) **“Trading Account(s)”** shall mean the Client Account and/or the special personal account and/or accounts of a Client that have a unique number or numbers for internal calculation and Client deposits, opened by the Company in the name of the Client.
- 75) **“Trading Hours”** shall mean the hours of trading as set forth on the Trading Platform for a particular Underlying Asset.
- 76) **“Transaction”** shall mean a transaction of the Client in a CFD.
- 77) **“Underlying Asset”** shall mean the object or underlying asset in a CFD which may be Currency Pairs, Stock Indices, Cryptocurrencies or as determined by the Company from time to time and made available on the Company’s Website.
- 78) **“Underlying Market”** shall mean the relevant market where the Underlying Asset of a CFD is traded.
- 79) **“Used Margin”** for CFD trading shall mean the necessary margin required by the Company so as Open Positions and or to maintain Open Positions.
- 80) **“Value Date”** means the clearing date of funds.

II. INTERPRETATION

- II.1 Capitalized terms not specifically defined in this section shall have the meaning designated to them in the body of this Agreement (or any document incorporated by reference therein, as applicable).
- II.2 The titles, subheadings, schedule headings and layout do not affect the interpretation of this Client Agreement.
- II.3 References to “Person” shall include natural persons, corporate or unincorporated bodies (whether or not having separate legal personalities) and that person’s personal representatives, successors, or permitted assigns.
- II.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- II.5 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
- II.6 A reference to one gender includes a reference to the other gender. For clarity and to eliminate doubt, the Client shall be referred to as “they” throughout this document.
- II.7 A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
- II.8 A reference to a particular statute, statutory provision, regulation, directive or subordinate legislation is a reference to it as it is in force, updated or amended from time to time.
- II.9 References to this Agreement include this agreement as amended or varied in relation to its terms from time to time.

SCHEDULE B: SERVICES & FINANCIAL INSTRUMENTS

The Company is licensed and authorised by CySEC to offer, and **may** thus provide, the following Investment and Ancillary services to Clients.

I. Investment Services

1. Reception and transmission of orders in relation to one or more financial instruments;
2. Execution of orders on behalf of clients;
3. Dealing on own account;
4. Portfolio management;

II. Ancillary Services

5. Safekeeping and administration of financial instruments, including custodianship and related services;
6. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
7. Foreign exchange services where these are connected to the provision of investment services;

III. Financial Instruments

The investment and ancillary services listed above **may** be offered to the Client in relation to the following financial instruments:

1. Transferrable Securities;
2. Money-market instruments;
3. Units in collective investment undertakings;
4. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;

5. Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event;
6. Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
7. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of this Schedule and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
8. Derivative instruments for the transfer of credit risk;
9. Financial contracts for differences;
10. Options, futures, swaps, forward-rate agreements and any other derivative contracts relating to climatic variables, freight rates 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 other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF.