



Z E R I C H

Securities Limited

## TERMS OF BUSINESS

### 1. GENERAL INFORMATION

- 1.1. ZERICH SECURITIES LIMITED (“the Company”, “we” or “us”) is a private limited liability company, incorporated and registered in Cyprus with company number HE 252803 whose registered address and address for correspondence is at 13-15 Grigori Afxentiou, I.D.E. Ioannou Building, office 202, Mesa Geitonia, 4003 Limassol, Cyprus. Our telephone is +357 25755337 and fax is +357 25755336. Our official website(s): [www.zerichsecurities.com](http://www.zerichsecurities.com) and email for general questions: [info@zerichsecurities.com](mailto:info@zerichsecurities.com). We are authorised and regulated by the Cyprus Securities and Exchange Commission under the licence number 115/10 dated 22 February 2010, as amended.
- 1.2. The Client means you, the recipient of our services. You accept and understand that the official language of the Company is English and you should always refer to the legal documentation posted on our official website for all information and disclosures about us and our activities.
- 1.3. The relationship between you and us is governed by these Terms of Business (the Terms), as amended from time to time. As these Terms is a distance contract, it is amongst others, governed by the Distance Marketing of Financial Services Law № 242 (I)/2004 implementing the EU Directive 2002/65/EU, under which signing these Terms is not required and the Terms have same legal effect as a regular signed ones. In case where Clients prefer to have a signed copy of these Terms, then the Client needs to print and send a copy to the Company, where the Company will sign and stamp the Terms and send a copy back to the Client.
- 1.4. By accepting these Terms, the Client enters into a binding legal agreement with the Company. The Terms shall commence once the prospective Client receives the letter, confirming acceptance of a prospective Client's application.

### 2. DEFINITIONS

“**Access Codes**” mean your access codes, any login code, password(s), your trading account number, your electronic authentication means and any information required for accessing our trading platform and/or Client's portal;

“**Affiliate**” means, any company or partnership controlled by, or controlling, or in common control with another person;

“**Affiliated company**” means any legal person in the same group of companies;

“**Allocation**” means actual number of shares purchased during the IPO depends on supply and demand. The higher underwriter reserves the right to partial execution of collective applications. The Company does not guarantee any allocation. The entire amount of shares received is distributed between Client's via internal allocation processes;

“**Applicable Regulation**” means the rules of any relevant regulatory authority, the rules of any relevant security exchange, and all other applicable laws and regulations in force from time to time;

“**Assets**” means Funds and Securities;

“**Ask**” (including “Ask Price”) means the price at which the Client can buy Financial Instruments;



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**“Authorised Person”** means an individual duly authorised on your behalf to act under these Terms;

**“Balance”** means the sum of Client's assets, less withdrawals, plus or minus realised profit and loss and shall also include sums in any your trading account;

**“Base currency”** means EURO, unless otherwise agreed in writing;

**“Bid”** (including “Bid Price”) means the price at which the Client can sell financial instruments;

**“Business Day”** means a day (other than a Saturday or a Sunday) when banks are open for business in the recognized principal financial center(s) of the relevant currency/ies and which is also not an official bank holiday in Cyprus;

**“Buy”** (including “Go Long”, “Long”, “Long Position”) means making a buy transaction or buying at the Company's quote price;

**“Client Account”** (alternatively the “Account”) means any and all Accounts opened for you by us under these Terms;

**“Client's Bank Account”** means an account held on the name of the Client and/or the name of the Company on behalf of the Client with a bank and/or other institution and/or any electronic payment provider or credit cards processor(s);

**“Client Money”** means any money that the Company receives from the clients or hold for Client's and/or on Client's behalf subject to client money safeguard provisions in accordance with applicable regulation in the course of, or in the connection with, services provided by us;

**“Company's website”** or **“Company Portal”** means [www.zerich.eu](http://www.zerich.eu) or any other website that may be our website from time to time;

**“Contract Specifications”** means each type of the financial Instrument offered and all necessary trading information regarding fees, commissions, spreads, swaps, margin requirements, etc., that are made available by us on the Electronic Trading Platform and/or website;

**“CySEC”** means the Cyprus Securities and Exchange Commission;

**“Delivery Date”** means a Business Day on which either Party shall transfer the Securities to the Account, unless otherwise agreed by the parties;

**“Durable medium”** means any instrument which: (a) enables a Client to store information addressed personally to that Client in a way accessible for future reference and for a period of time adequate for the purposes of the information; and (b) allows the unchanged reproduction of the information stored;

**“Electronic Authentication Means”** (EAM) are the following types of electronic equivalent to Client's written signature: SMS EAM, WebToken and Token;

**“Electronic Trading Platform”** means any electronic system operated by us, through which we provide investment services to you;

**“Equity”** means the Balance, including unrealized profit and/or loss that derives from any open positions;

**“Fees”** means fees and commissions that we charge you for our services. The Fees shall be calculated in accordance with the Fees Schedule;

**“Financial Instruments”** and/or **“Instruments”** means the Financial Instrument described in section 4.2 of these Terms;



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**“Funds”** means the Client's Money that are: (i) transferred by you to our bank account(s) for the purpose of purchasing the Securities in accordance with to the provisions described herein; and/or (ii) received by us from third persons as a result of an appropriate sale transaction of the Securities initiated by us according to your Instructions.

The Funds transferred by you and/or received by us shall be deposited and kept on the Account. The amount of Funds shall be reflected in a statement of Account. You may transfer additional Funds to the Account or withdraw the Funds from the Account via Instruction(s) to the Company. Provided, however, that such withdrawal of Funds will not affect previous obligations of the Parties and shall not affect any transaction initiated by by us with a third Person pursuant to your Instructions.

You shall transfer the Funds to specially designated Account or Accounts of our Company. We may inform from you time to time of any changes of Account. Further, you hereby authorise us to use such Funds in order to fulfil appropriate provisions of these Terms and appropriate Instructions.

**“Terms”** means the present Terms and its Appendixes, Schedules and all Supplementary Documents, as amended from time to time;

**“Regular payment”** means the payment included in the system of recurrent payments that enable us to remove funds from your Bank Account and/or Bank card. This allows us to achieve a particular result in accordance with the Instruction(s) and with the order of the Client.

**“SEPA Debit Direct”** means a Europe-wide Direct Debit system that allows us to collect Euro-denominated payments from your account(s) in the 34 SEPA countries and associated territories. The Company is making collections of funds for the Services.

**“Instructions”** means instructions from any Authorized Person of the Client with respect to the Services received by the Company, provided that:

- (a) For the Brokerage Services, Instructions or trade orders (the “Trade Order”) shall be given in writing and relate to purchase or sale of the Securities. The Trade Order shall (i) be completed substantially in the prescribed form (except to the extent otherwise agreed by the Parties or required by the Laws); (ii) contain a minimum the Material Terms as well as other relevant additional terms, if any, and (iii) refer to this agreement. By Agreement of the Parties, the Trade Order may also evidence the transfer of ownership rights from one Party to the other Party in respect of the Securities. In the event of any inconsistency between the provisions of the Trade Order and the provisions of this Agreement, the provisions of the Trade Order shall prevail;
- (b) For the Custodian Services, Instructions shall be given in writing and shall at a minimum include the following terms: the Issuer, type of the Securities, total nominal value (or number, if nominal value is not applicable), issuance number and date or ISIN, series of the Securities to be transferred or received, the amount of Funds to be transferred or received, time period during which appropriate operation shall be taken, as well as other relevant additional terms, which shall be included in accordance with a form of the respective Instruction and are necessary to fulfil the Instruction. Instructions for crediting the Account when the Client transfers, or causes any other party to transfer, the Securities in



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the Account, as well as Instructions for debiting the same when the Company delivers out the Securities from the Account (other than pursuant to a transaction executed hereunder), shall be given in writing in the prescribed form;

**“Introducing Broker”** means any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company;

**“Investment Services”** means the services to be provided by the Company to the Client as described in section 4.1;

**“Issuer”** means any Person duly organized and validly existing under the laws of its jurisdiction, which has issued the Securities;

**“Initial public offering (IPO)”** means the process where a private company issues new and/or existing security to the public for the first time;

**“Key pair”** means a private and a public keys, comprising of two uniquely related cryptographic keys (long random numbers), which allow Company’s Electronic Trading Platform to identify the Client while opening the Secure Session.

**“Law”** shall mean the Law 87(1)/2017 as amended from time to time;

**“Letter of Application”** means your request to us to be provided with our Services.

**“Material Terms”** means the terms of the Trade Order and any applicable transaction agreed upon by the Parties as the result of receipt by the Company of Instructions from the Client. At a minimum, the Material Terms shall include the following items:

- Trade Date;
- Direction of trade (i.e., buy or sell)
- Instruction (i.e., to debit or credit the Account);
- Issuer;
- Type of the Securities;
- ISIN/registration code of the Security
- Payment Amount and currency;
- Delivery Date;
- Value Date;
- Settlement detail if differ from the ordinary market practice on a venue where execution of the Client’s Instruction takes place;
- Accrued Interest (if applicable);
- Price of the Securities;
- Total Nominal Value and/or Quantity of the Securities; and/or
- other items, if appropriate subject to specifics of a transaction.

**“Member Area”** means our website section where you may communicate with us and give online instructions and orders;

**“Multilateral Trading Facility (MTF)”** means a multilateral system operated by an investment firm or market operator, which brings together multiple third-party buying and selling interests in financial instruments - in the system and in accordance with non discretionary rules - in a way that results in a contract;

**“Nasdaq Global Data”** means certain market data and other data disseminated that has been collected, validated, processed and recorded by the System or other sources made available for transmission data to Client from a Nasdaq Company across a Distributor relating to:



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- a) eligible securities or other financial instruments, markets, products, vehicles, indicators or devices;
- b) activities of a Nasdaq Company;
- c) other information and data from a Nasdaq Company.

**“Online Instructions”** means Instructions received by us through Electronic Systems;

**“Order”** means the request for the transaction execution;

**“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;

**“Payment Amount”** means the amount to be paid by one Party to the other pursuant to the provisions of these Terms, including our fees, or by the Company or the Client to the third party in accordance with your Instruction. In respect of the Securities with a coupon interest, the Payment Amount shall also include the Accrued Interest accumulated on such Securities as of the Trade Date;

**“Portfolio”** means Securities and monetary funds, together with all investments and reinvestments made and the proceeds of those monetary funds and investments, and likewise all earnings and profits, excluding all withdrawals;

**“Power of Attorney”** means the an authorisation of a third party to act on your behalf in all the business relationships with us;

**“Price”** means the price for the Securities in US Dollars or in another currency or in percentage of their total Nominal Value on the relevant stock exchange, trading system, or over-the-counter market through which the Securities are to be purchased, or sold, or otherwise transferred, or redeemed. The Price of the Securities shall be determined in an applicable Trade Order;

**“Registrar”** means a legal entity that maintains the register of holders of the Securities (if applicable), for which it holds a valid license;

**“Regulated Market”** means a multilateral system, which:

- is operated and/or managed by a market operator, and
- which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments in the system and in accordance with its non-discretionary rules.
- in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules or/and systems, and which is authorised and functions regularly and in accordance with Title III of Directive 2014/65/EU;

**“Regulations”** means Investment Services and Activities and Regulated Markets Law of 2017 (Law № 87(I)/2017) as subsequently amended as well as Cyprus Securities and Exchange Commission relevant regulations (CySEC);

**“Secure Session”** means a terminal session you initiated with secure access codes provided by us to give Instructions or carry on dealings via the website or through some other electronic medium;

**“Securities”** means financial instruments and related investments, equity interests in investment funds and other;

**“SMS Authorization”** means initiation of the Secure Session with secure access codes provided by us via SMS notifications and/or via Telegram notifications sent to the mobile number given by you at the Member Area;



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“**SMS EAM**” means an electronic equivalent to your written signature provided by us via SMS notifications and/or via Telegram notifications sent to your mobile number, and comprising of a one-time access code to open the Secure Session;

“**Token**” means a microelectronic device which generates secure access codes to open the Secure Session, and which is available to order online on our website for additional fees;

“**Trade Date**” means the date on which a trade with the Security occurs;

“**Trading Account(s)**” or “**Account(s)**” means the special personal Account(s) which has a unique number for internal calculation and customer deposits, opened by us in your name. Terms “Client Account” or “Account” may be used interchangeably in these Terms;

“**Transaction**” means any type of transaction performed in your Account including but not limited to purchase and sale transactions involving Financial Instruments, deposits, withdrawal, open or closed trades;

“**Value Date**” means a Business Day on which the Payment Amount shall be transferred by one Party to the bank Account of the other Party, unless otherwise agreed by the Parties;

“**WebToken**” means an electronic equivalent to your written signature, which contains access codes to open the Secure Session, and which is generated with the use of a cryptographic key pair (the Key Pair).

### 3. SCOPE AND APPLICATION

- 3.1. To accede to these Terms you shall sign and send to us the Letter of Application in prescribed form with all the necessary data and documents. The agreement between you and us is deemed concluded on the date of our acceptance of your application.
- 3.2. The Letter of Application to these Terms shall be signed personally by you or your duly authorised representative.
- 3.3. These Terms (and any amendments) are non-negotiable and supersede any previous agreements between you and us on the same subject matter and takes effect on the date stated at the beginning of these Terms. These Terms may be amended as provided in section 35.
- 3.4. This Agreement set out the basis on which we agree to provide Investment and/or ancillary Services to you.
- 3.5. These Terms are provided to assist you in making an informed decision about us, our services and the risks of the provided Financial Instruments.
- 3.6. These Terms should be read in its entirety in deciding whether to acquire or to continue to hold any Financial Instrument and/or to be provided by the Company with any Investment and/or ancillary service.
- 3.7. These Terms govern all investment and/or ancillary services provided by us.
- 3.8. These Terms apply to Retail and Professional Clients.

### 4. PROVISION OF SERVICES

- 4.1. The Investment Services to be provided to you by us are:
  - a) Reception and transmission of orders in relation to one or more Financial Instruments;





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- b) Execution of orders on behalf of clients.
- 4.2. We will provide the Investment Services of Section 4.1 and Ancillary Services of section 4.3 for the following Financial Instruments (if applicable):
- a) Transferable securities;
  - b) Money-market instruments;
  - c) Units in collective investment undertakings;
  - d) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
  - e) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of a default or other termination event;
  - f) 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 and/or an MTF or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
  - g) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in (f) of this section and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
  - h) Financial contracts for differences (CFDs);
  - i) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned above, 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.
- 4.3. The Company will provide also the following ancillary services:
- a) Safekeeping and administration of financial instruments for the Account of clients, including custodianship and related services such as cash/collateral management and excluding maintaining securities accounts at the top tier level.
  - b) Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
  - c) Foreign exchange services where these are connected to the provision of investment services.
  - d) Investment services and activities as well as ancillary services of the type included under Section 4.1 or 4.3 related to the underlying of the derivatives included under sections e), f), g), i) of section 4.2 where these are connected to the provision of investment or ancillary services.



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- 4.4. The services of Section 4.1 may involve transactions in Financial Instruments not admitted to trading in Regulated Markets, OTF or MTF or even not traded on any stock exchange. By accepting these Terms, you acknowledge, and give your express consent for executing such transactions.
- 4.5. The services provided do not include the provision of Investment advice and therefore any investment information provided to you by us will not constitute investment advice and does not warrant or represent any future guarantee or assurance on the expected returns of any of your transactions. You bear all responsibility, without limitation, for any outcome of a strategy, investment decision or transaction.
- 4.6. We will deal with you based on the terms of:
  - a) These Terms including appendixes and schedules, and
  - b) Letter of Application.
- 4.7. These Terms apply to all your transactions with us given:
  - a) by telephone,
  - b) by fax,
  - c) via internet over the Company's trading platform(s),
  - d) via any downloadable Electronic Trading Platform offered by the Company,
  - e) via any other electronic system offered by the Company.

## 5. **APPROPRIATENESS**

- 5.1. Subject always to any applicable obligations in the Regulations, you are responsible for making an independent appraisal and investigation into the risks of a particular transaction. We give no warranty as to the appropriateness of the Financial Instruments and investment services and assumes no fiduciary duty in our relations with you. Where applicable to your categorisation and only in relation to Financial Instruments and services subject to the Regulations, we will assess the appropriateness of proposed Financial Instruments and investment services for you. We will warn you if we conclude that a particular investment service or Financial Instrument is not appropriate for you, subject to you provided sufficient information to allow us to conduct the assessment of appropriateness.
- 5.2. Warning that Service/Financial Instruments may not be appropriate:

In the event that we deal with you on an execution-only basis for the buying or selling of complex products, we are required to make an assessment as to whether the product or service being provided or offered is appropriate for you. In this case, the elements to be assessed will be your knowledge and experience in the investment sector relating to that particular category of financial instrument offered or required, so as to secure that you are aware of any risks.

Where you are a Professional Client, we are entitled to assume that you have the necessary experience and knowledge to understand the risks involved in relation to those particular investment services or transactions, or types of transaction or product, for which you have been classified as a professional client. If you do not consider that you have the necessary knowledge and experience, you must make us aware of this prior to the provision of such product or service and provide us with any available information as to the level of your knowledge and experience. We accept no liability in these circumstances.





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- 5.3. Warning in relation to execution only services in non-complex products:  
If we provide you with execution-only Services in relation to non-complex Financial Instruments (such as shares admitted to trading on a regulated market or in an equivalent third country market, money market instruments, bonds and undertakings for collective investment in transferable securities) admitted to trading on a regulated market or in an equivalent third country market and the service is provided at your initiative, we are not required to obtain information regarding your knowledge and experience, financial situation or investment objectives so as to enable us to make an assessment as to the appropriateness of the Financial Instrument or Service provided or offered.
- 6. RISK WARNING – ACKNOWLEDGEMENT OF RISKS**
- 6.1. Futures, options, derivative products, shares or any other commodities available for trading are highly leveraged Financial Instruments and involve a high level of risk. It is possible that an investor loses all his/her invested Capital. Therefore these products may not be suitable for all types of investors and you should ensure that you have understood the risk involved and, if necessary, should seek independent expert advice.
- 6.2. We will assess whether a proposed Service is appropriate for you based solely on information you supplied, including financial information, previous experience in investment products, risk tolerance and investment objectives. It is your responsibility to inform us in writing of any information which might reasonably indicate that this assessment should be changed. Furthermore, it is your responsibility to ensure that such information is kept up to date.
- 6.3. General views expressed to you (whether orally or in writing) on economic climate, markets, investment strategies or investments, trading suggestions, research or other such information are not to be viewed as advice or recommendations and will not give rise to any advisory relationship. Any information you may receive from us will be given in good faith merely for your information and are incidental to the provision of other services to you, but we do not warrant that it is accurate or complete, or as to its tax consequences, and we do not accept any responsibility for any loss, liability or cost which you might suffer or incur in relying on such information, whether caused by our negligence or through any other cause.
- 6.4. When you make a decision to deal or undertake in any Financial Instrument, Service or Transaction, you always should consider the risks inherent in such Financial Instrument, Service or Transaction, and in any strategies related hereto. Your assessment of risks should include a consideration without limitation of any of the risks such as credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, business, operational and insolvency risk, the risks of “over the counter” trading, in terms of issues such as the clearing house guarantee”, transparency of prices and ability to close out positions, contingent liability risk and regulatory and legal risk. You should also ensure that you have read and understood our Risk Disclosure Notice(s), any accompanying Financial Instrument documentation, for example terms sheets, offering memoranda or prospectuses, and the Financial Instrument’s Contract Specifications for any further relevant risk disclosures.



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- 6.5. You unreservedly acknowledge and accept that, regardless of any information which may be offered by us, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. You also unreservedly acknowledge and accept that the price and value of Financial Instruments depends on fluctuations in the financial markets which are outside the Company's control.
- 6.6. You declare and warrant that have read, understood and accepts the following:
- a) Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
  - b) Some Financial Instruments may not become immediately liquid as a result e.g. of reduced demand and you may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
  - c) When a Financial Instrument is traded in a currency other than the currency of your country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
  - d) A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in your country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
  - e) A derivative financial instrument may be a non delivery spot transaction giving an opportunity to make profit or loss on changes in currency rates, commodity or indices.
  - f) The value of the derivative financial instrument may be directly affected by the price of the security or any other underlying asset which is the object of the acquisition. You must not purchase a derivative financial instrument unless you are willing to undertake the risks of losing entirely all the money you have invested and also any additional commissions and other expenses incurred.
- 6.7. The preceding section does not constitute investment advice based on your personal circumstances, nor is it a recommendation to enter into any of the Services or invest in any Financial Instrument. Where you are unclear as to the meaning of any of the above disclosures or warnings, we strongly recommend you to seek independent legal or financial advice.
- 6.8. You acknowledge and accept that there may be other risks than those mentioned in this section 6. You should also acknowledge and accept that have read and understood our Risk Disclosure Notice(s) which was provided to you during the Account opening process and which is available on our official website.

## 7. ELECTRONIC TRADING

- 7.1. We provide you with the facility (access codes) to enter into Transactions or carry on dealings with us via an internet website or through some other electronic medium (Company's Electronic Systems).



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- 7.2. You will only be entitled to access Company's Electronic Systems and enter into Transactions via Company's Electronic Systems for you own internal business use on a non-exclusive, non-transferable basis.
- 7.3. All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to us) are owned by us or our suppliers, and are being used by us under license(s), you have no right or interest in those intellectual property rights other than the right to access Company's Electronic Systems and to use the Services provided via the Company's Electronic Systems. We reserve the right to effect any such changes and/or any substitution of all or any part of Company's Electronic Systems at any time, and in any manner, as it might deem fit in our exclusive discretion, and without notices to you.
- 7.4. You may only download any content of Company's Electronic Systems (Content) in order to use it for you designated purpose. You shall treat all Content as confidential. You may not republish, distribute, reproduce or disclose to any person any of the Content in any form without our prior written consent.
- 7.5. We may make available to you the ability to enter into Transactions through Company's Electronic Systems. Any Content that we include on Company's Electronic Systems in respect of a Transaction does not constitute an offer to you that we will enter into a Transaction on the terms set out. We may amend that Content at any time in our sole discretion, including, without limitation, after you have submitted to us a firm indication of interest or other instruction indicating that you wish to proceed with a Transaction.
- 7.6. You acknowledge that electronic communications can be subject to delay and/or corruption and that Content of Company's Electronic Systems may not be provided in real time or updated. You have the right to call Company's trading desk on +357 25 755337 and place your order verbally. You acknowledge and accept that we have the right not to accept any verbal instruction in case our personnel are not satisfied of the verification of the caller's identity or in the case the caller does not provide clear instructions to us. You acknowledge that verbal instructions will be treated on a first come, first serve basis and we bear no responsibility of possible delays on placing the verbal instruction to the trading desk.
- 7.7. You undertakes to take the necessary precautions to ensure the confidentiality of all information, including, but not limited to, your access codes to Company's Electronic Systems, user ID, portfolio details, transaction activities, Account balances, as well as all other information and all orders.
- 7.8. You shall be personally liable for all Orders given through and under your access codes and any such Orders received by us shall be deemed to have been given by you. Where a third person is assigned as an authorised representative to act on your behalf, you shall be personally liable for all Orders given through and under access codes given by us to that representative.
- 7.9. We reserve the right to reject any Orders transmitted to us through any means other than the Company's Electronic Systems.
- 7.10. You undertake to notify the Company immediately if it comes to your attention that Client's Electronic Systems access codes are being used unauthorised. You accept that we are unable to identify any instances when a person, other than you or your



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authorised representative are logging-in the Company's Electronic Systems without your express consent.

- 7.11. We shall bear no liability if third persons gain access to information, including electronic addresses, electronic communication and personal data, transmitted between you and us or any other party, by use of the Internet or other network communication facilities, telephone, or any other electronic means.
- 7.12. To the extent permitted by law:
- a) We exclude any conditions, warranties and representations, express or implied, statutory or otherwise as to condition, satisfactory quality, performance, fitness for purpose or otherwise regarding the Company's Electronic Systems;
  - b) We will not be liable for any loss, liability or cost (including consequential loss) suffered or incurred by you as a result of instructions given, or any other communications being made, via the internet;
  - c) You shall be solely responsible for all orders, and the accuracy of all information, sent via the internet using Client's access codes or any personal identification issued to you; and
  - d) We are is not liable for any damage or loss that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to or use of the Company's Electronic Systems.
- 7.13. Unless otherwise indicated:
- a) any Company's Electronic Systems will not be targeted at the residents of any particular country and will not be intended for distribution to, or use by, any person in any jurisdiction or country where that distribution or use would be contrary to local law or regulation;
  - b) no Services will be available, and offering circulars or other information in respect of them will not be distributed, to persons resident in any country or jurisdiction where that offering or distribution would be contrary to local law or regulation or which would subject the Company to any registration or licensing requirement within that jurisdiction;
  - c) no action has been or will be taken by us in any jurisdiction that would permit a public offering of any Financial Instruments described on the Company's Electronic Systems. In particular, we are not a registered broker-dealer or an investment adviser in the United States, and we do not offer any services of a registered broker-dealer or investment advisor in the United States nor do it offer any services to persons in the United States.
- 7.14. We shall maintain our Electronic Systems in such a manner as to ensure its efficient and effective operation. To this respect we may be required to affect maintenance, replacements, updates, upgrades, fixes and patches to its Electronic Systems. Such actions may cause the Company's Electronic Systems to be inaccessible by you for a period of time. We bear no liability for any damages or losses, including financial losses, to you caused by any action described herein or by any unavailability of, or interruption to the normal operation, of the Company's Electronic Systems.
- 7.15. We shall have the right to suspend or terminate your access to Company's Electronic Systems if, in our discretion acting reasonably, you fail to perform your payment obligations in respect of any Company's Electronic Systems or the connection has been used by you in such a way that it adversely affects us or any third party, or it has been used other than in compliance with the provisions hereof.



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## 8. CLIENT'S ORDERS AND INSTRUCTIONS

- 8.1. You understand and acknowledge and give express consent to us to execute or receive and transmit your orders for execution outside of a regulated market or multilateral trading facility (MTF).
- 8.2. You may give instructions to us in:
  - a) writing and duly signed,
  - b) by electronic means, or
  - c) verbally, by telephone or in person provided that we are satisfied, at our absolute discretion, of the caller's identity and clarity of instructions. We may refuse the execution of Transactions in case of lack or clarity or if the instructions and do not include essential operations such as opening position, closing position, changing or removing Orders.
- 8.3. In case of an Order received by means other than through the Electronic Trading Platform, the Order may be transmitted by us to the Electronic Trading Platform and processed as if it was received through the Electronic Trading Platform.
- 8.4. It should be noted that trading of certain Financial Instruments occurs during specific timeframes. You are responsible to regularly visit the "Pricing and Rates" page in our website of such instruments for further details, before trading.
- 8.5. In the absence of any other agreement between us, we will act on any instruction which it reasonably believes to have been given, or purporting to have been given by you or any person authorised to act on your behalf, without enquiring as to the genuineness, authority or identity of the person giving or purporting to give such instructions.
- 8.6. You must ensure that any instructions given to us is clear and intelligible. If you do not provide such instructions promptly, clearly and in an intelligible form, we may, at our absolute discretion, ask you to confirm the instruction in writing, in such form as we may request, before acts on it, or take such other steps at your cost as we consider necessary or desirable for our own or your protection, or take no action. We are not obliged to accept instructions to enter into a Transaction unless it is required to do so by any Applicable Regulations. If we decline to enter into a Transaction, we are not obliged to give a reason.
- 8.7. You acknowledge and agree that we shall be entitled to record all conversations/communications between us or any representative thereof and maintain such records at our discretion and without further notice (unless otherwise provided by Applicable law).
- 8.8. We reserve the right, at our absolute discretion to confirm in any manner that we may determine the instruction and/or Orders and/or communications sent through the Trading Platform. By entering into this agreement, you accept the risk of misinterpretation and/or mistakes in the instructions and/or Orders through the Trading Platform, regardless of how they have been caused, including but without limitation, technical or mechanical reasons.
- 8.9. You have the right, at your own risk, to use a Power of Attorney to authorise a third person (representative) to act on your behalf in all business relationships with us as defined in these Terms provided that:
  - a) you have informed us in writing in such a manner as we may at any time determine,



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- b) the authorised person has been approved by us,
- c) that both you and your authorised person have fulfilled such conditions, including the execution of such document, that we may at any time and at our discretion determine. Unless we receive a written notification from you for the termination of such representative authorisation, in such a manner as we may at any time determine, we may continue accepting instructions and/or Orders given by such representative on your behalf, and you shall recognise such Orders as valid and binding. Your written notification for the termination of the authorisation of the representative must be received by us with at least 2 (two) Business days' prior notice. We reserve the right at our discretion and without notice to you, to refuse to accept instructions from any authorised person and to consider the appointment of any such authorised person as terminated. Furthermore, we may, at any time and at our discretion, reject any existing and previously accepted power of attorney given by you to any authorised representative, and may reverse any relevant Transactions and restore the affected Trading Accounts' Balance.
- 8.10. Once given, instructions may only be withdrawn or amended with our consent. We can only cancel your instructions if we have not already acted upon them. If, after instructions are received, we reasonably believe that it is not practicable to act on them within a reasonable time, or we reasonably believe that it is in your best interest not to act on such instructions, we may defer acting upon those instructions until it is in our reasonable opinion, practicable (or in your best interest) to do so, or notify you that we decline to act upon such instructions. Any type of order, as described in our Execution Policy which is unavailable through the Electronic Trading Platform will be automatically rejected. The status of the Orders is always shown on the Electronic Trading Platform. In the event that access to the Electronic Trading Platform is not possible, you may contact us by telephone and request the status of any of your pending Orders. We shall not be liable for any losses resulting from any delay or inaccuracy in executing your, nor in deferring acting or refusal to act.
- 8.11. We shall not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by you as a result of instructions being given, or any other communications being made via the internet or other electronic media. You will be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media using your name or personal identification number. We shall not be responsible for delays or inaccuracies in the transmission of any instruction or other information or the execution of orders due to any cause whatsoever beyond our reasonable control.
- 8.12. In case of force-majeure, hacker attacks or other illegal actions against the Electronic Trading Platform or our equipment, and also in case of a suspension of trade in the financial markets concerning Financial Instruments, we may suspend, freeze or close your positions and request the revision of the executed Transactions.
- 8.13. To the extent permitted by Applicable Regulation, you agree that we will not owe you any duties of best execution in respect of a regulated investments services falling outside the scope of MiFID II.





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- 8.14. When executing orders on your behalf, we will do this in accordance with our Execution Policy as may be amended from time to time and to which you consent. The latest version of our Execution Policy will also be available on our website.
- 8.15. Considering the volume of your order and the current market conditions, we reserves the right to proceed with partial execution of the Order.

### 9. REFUSAL TO EXECUTE ORDERS

- 9.1. We reserve the right, at any time during our relationship with you and at our own discretion, to refuse the provision of any investment or ancillary service, including but not limited to the execution of instructions for the purpose of trading in Financial Instruments, without giving to you any notice and/or explanation.

Among the cases that we are entitled to do so are the following:

- a) If you do not have the required funds deposited into your trading Account;
  - b) Whenever we are of the opinion that the order violates the smooth operation or the reliability of the Company's Trading Platform;
  - c) Whenever we are of the opinion that the order aims at manipulating the market of the specific Financial Instrument
  - d) Whenever we are of the opinion that the order is a result of the use of inside information;
  - e) Whenever we are of the opinion that the order aims to legalise the proceeds from illegal acts or activities.
- 9.2. We reserve the right to refuse the execution of a pending order and/or modify the opening/closing price of an order in case a technical or any other type of error occurs.
- 9.3. You accept that any refusal to execute any of your Order shall be without PREJUDICE and shall not affect any obligation which you may have towards us or any right which we may have against you or your assets.

### 10. MARGIN

- 10.1. In order to open a transaction and keep such transaction open, you shall provide us and maintain such amount of money in respect of and as security for your actual or future obligations or liabilities to us («Liabilities») in such amounts and in such forms as we, at sole discretion, may require («Margin»). Different instruments may have different Margin requirements as shall be determined by us from time to time.
- 10.2. Trading using leverage can result in losses in excess of the deposits that you hold. To the extent of your trade with leverage, you will magnify your gains and losses. Small price changes in the underlying asset can result in significant losses or gains. However, we provide all our clients with negative balance protection. This means that your aggregate liability for all Financial Instruments relating to your Account is limited to the funds in Account.
- 10.3. Additionally, various jurisdictions and/or your classification may require the imposition of maximum leverage requirements and/or minimum Margin requirements on Accounts maintained by their residents. To comply with such regulatory obligations, we reserve the right to limit and/or restrict the leverage ratio and/or increase the Margin requirement applicable to such Accounts. To the extent, any transactions were executed at a leverage ratio exceeding such limitations and/or to the extent the overall Margin



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requirement applicable to such users has not been met when due, we reserve the right to close any or all of your open positions without further notice whether at a loss or a profit and liquidity Client's Account. We may close out one or more of your open positions if the total Margin in your Account falls below 50% of Initial Margin. Where we do so, we will close such open positions at the current market price action Company's Trading Platform.

- 10.4. Without derogating from the generality of the above we are required to limit the amount of leverage that Retail Clients can apply to certain transactions, depending on where those you are residents. We set out the relevant leverage limits relating to Retail Client transactions on our website. Professional Clients are not be subject to prescribed leverage limits.
- 10.5. We may change our Margin requirements at any time. Any requirement for Margin must be satisfied in such currency and within such time as may be specified by us (in sole discretion) or, if none is specified, immediately.
- 10.6. You are responsible for maintaining appropriate arrangements with us at all times for the receipt and communication of information regarding Margin. You are aware and acknowledge that we may require you to increase the amount in the your Account pursuant to a Margin call. A Margin call may be based upon a number of factors, including without limitation, your overall positions with us, your Account size, the number of open Transactions you have, the volume traded, your trading history, and market conditions.
- 10.7. No previous Margin requirements specified by us shall preclude from increasing the rates of Margin without notice. It is your responsibility to monitor at all times the amount deposited in your Account against the amount of any Margin that may become necessary.
- 10.8. Failure to meet the Margin requirement at any time or failure to make a Margin Payment when due may result in the closure of your open positions without further notice to you whether at a loss or a profit and liquidate your Account.

### 11. SETTLEMENT OF TRANSACTIONS

- 11.1. We shall proceed to a settlement of all transaction upon execution of such transactions. Unless otherwise agreed, the settlement of Transactions shall be in accordance with the normal practice for the Financial Instruments or market concerned.
- 11.2. A statement of Account will be provided to you on a monthly basis, within 5 (five) business days from the end of the previous month. In case no transactions were concluded in the past month, then no statement of Account will be provided. A statement of Account or certification or confirmation issued by us in relation to any transaction or other matter shall be final and binding on you, unless you file in writing his objection within 2 (two) business days from the receipt of the said statement of Account or certification or confirmation.
- 11.3. We are is considering our obligations under 13.2 as fulfilled since the Account statement as well as confirmation of any transaction will be available online and via the Company's Trading Platform. Any objection which you may have regarding your executed transaction shall be valid only if it is received by us in writing within 2 (two) Business Days from the said Transaction.



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## 12. ORDER EXECUTION POLICY

- 12.1. We takes all sufficient steps to obtain the best possible results for you when executing your orders in relation to Financial instruments. Our Order Execution Policy sets out a general overview of how orders are executed as well as several other factors that can affect the execution of a Financial Instrument.
- 12.2. Our Order Execution Policy forms part of our agreement and therefore by entering into agreement with us you also agree to the terms of our Order Execution Policy.
- 12.3. You acknowledge and accept that has read and understood the Order Execution Policy, which was provided to you during the Account opening process and which is available on the our official website.
- 12.4. By entering into agreement with us you shall deemed to have given your express consent to the Company to execute or receive and transmit for execution Client's orders outside of a regulated market or multilateral trading facility (MTF).

## 13. CLIENT'S ACCOUNT

- 13.1. You shall open an Account with the Company in order to conclude any Transaction involving Financial Instruments offered by us, as specified in these Terms.
- 13.2. You shall not use this Account for payment to third parties.
- 13.3. In order to open an Account, the Client will need to fill out our online Application form, sign Letter of Application and provide all required documents as described on our website in the Member Area section.
- 13.4. When you have provided all the necessary documents, we send you a written confirmation about its acceptance. Where you failed to provide such documents to us, or documents do not include necessary information, we have the right to refuse in opening and maintaining of the Account. In case of refuse, we shall notify you in writing.
- 13.5. The first funding of your Account shall be in the Base currency (EUR), the amount of such funding is indicated on our website . Any additional payments received in a currency for which you do not hold an Account shall be converted by us into the Base currency. The conversion shall be made at the exchange rate applied on the day and at the time when the relevant funds are at the disposal of us.
- 13.6. It is your sole responsibility to inform us as to whether information concerning your Account Transactions should be reported to your employer, including its compliance officer, and as to whether contract notes and statements of your Account should be sent to that compliance officer or to any other person authorised by your employer to receive such information.

## 14. D-ACCOUNT

- 14.1. With the purpose of making the currency Swap transaction under the Automatic Swap Program on D-Account you undertake to open a D-Account. The procedure for opening a D-Account, the mechanism for realising the Program, and interest for currency Swap are specified in the appropriate Schedule.
- 14.2. You shall not intend to use D-Account for conclude any Transaction involving Financial Instruments. You shall not intend to use this Account for payment to third parties.



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**15. SAFEGUARDING OF CLIENT'S FINANCIAL INSTRUMENTS AND FUNDS**

- 15.1. We have various measures in order to safeguard and protect our clients' financial instruments and funds. We keep and accounts so as to enable us at any time and without delay to distinguish assets held for one client from assets held for any other client, as well as from our own assets.
- 15.2. When holding clients' financial instruments and funds on clients' behalf with third parties we take every possible measure to safeguard them against the use of clients' financial instruments and funds for accounts of such third parties.
- 15.3. Clients' funds will be held by the bank and/or any other institution permitted under Applicable Regulation we may select (which may include affiliated companies), in the name of clients and/or our name on behalf of clients' in a separate bank Account specially designated as "Client Account".
- 15.4. We will maintain separate records in the accounting system of our own funds/assets and funds/assets kept on behalf of clients.
- 15.5. We conduct on regular basis reconciliations between our internal accounts and records and those of any third parties by whom these assets are held.
- 15.6. When holding financial instruments belonging to clients, we make adequate arrangements so as to safeguard client's ownership rights, especially in the event of our insolvency, and to prevent the use of a client's instruments on our own account except with the client's express consent.
- 15.7. When holding funds belonging to clients, we make adequate arrangements to safeguard the clients' rights and, except in the case of credit institutions, prevent the use of clients' funds for our own account.

**16. CLIENTS FINANCIAL INSTRUMENTS AND FUNDS HELD BY THIRD PARTY**

- 16.1. Where client's assets are held by a third party on our behalf, we shall inform you of this fact and of our responsibility to you, for any acts or omissions of the third party or the consequences for the client of the insolvency of the third party.
- 16.2. You have the right to disagree on the use of specific third party for holding your assets and financial instruments. In case you have no objections with the list of third parties used by us it shall mean that you accept all the risk arising due to the holding of assets, funds and financial instruments with third parties.
- 16.3. We shall maintain our books and records (the "Securities Account" and together with the Account - the "Accounts"), where we shall enter a record of all Securities purchased, sold, or surrendered upon maturity, and any other transaction conducted by us on your behalf.
- 16.4. We are authorised to receive and collect all income and principal with respect to the Portfolio; and to surrender the Securities at maturity or when called for redemption against payment for them.
- 16.5. Our books and records shall at all time show that your Securities are part of your Portfolio. All proceeds or income of the Portfolio received or paid to us shall be beneficially owned by you and shall be held in the Accounts.
- 16.6. You may at any time upon 3 (three) business days' written notice request delivery of any cash held in your Account, subject to we are retaining sufficient assets to comply with prior commitments and being reimbursed for any costs and expenses necessarily



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incurred in arranging the withdrawal. The cash is transferred to you as provided in section 20.

- 16.7. You may at any time upon 3 (three) business days' written notice request delivery of some or the entire Portfolio held in the Securities Account. In such a case or in the event of withdrawal from this agreement pursuant to section 36, hereof, we shall as soon as practicable thereafter transfer all or some of your Portfolio to you or your designated nominee, withdrawing cash from the Account sufficient to cover the costs and expenses of such transfer, provided, however, that we shall be under no obligation to transfer any Securities where we in our sole and reasonable judgment determine that such transfer is forbidden or made impracticable by applicable law, rule or regulation. In the event that transfer of certain Securities is impracticable or impossible, we shall so notify you and continue to hold such Securities until further Instructions.
- 16.8. You agree that in case that there is no movement on your for 12 (twelve) consecutive months we may withdraw from this agreement pursuant to section 36 hereof and terminate this agreement unilaterally.

### 17. COLLATERAL

- 17.1. Where we receive your assets (including money) as collateral, margin or on the basis of any other security arrangement in connection with transactions such arrangements confer upon our right to use any such your assets as our own, we will exercise such rights immediately upon receipt of such your assets. We shall bear regulatory responsibilities to record and meet our future liabilities to repay such collateral or margin under agreements of the arrangements and the transactions. Accordingly, such assets will not be treated as Custody Assets whilst under our control from the time that we receive them from you to the time that we return equivalent assets to you.
- 17.2. When your Account transactions are in a currency for which you do not hold the Account, or closing position results in a negative Account Balance, we may credit your Account with the amount enough to cover a negative Balance. We will charge you interest on such amount at the rate determined by us.

### 18. TRANSFER OF FUNDS

- 18.1. We shall inform you of the name, address and Account number of our clients' accounts for transferring funds. It is your responsibility to read and understand the information on each payment method provided by us, including debit/ credit card and Recurring payments.
- 18.2. You shall clearly specify your name and all required information, in accordance with international regulations, related to the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, on the payment document.
- 18.3. You acknowledge that we do not to accept payments to your Account from third parties. Any funds to be sent to the Bank Clients' account should only be sent by you and not by any third party.
- 18.4. Any funds transferred by you to our Clients' Account will be deposited in your Account at the "value date" of the received payment and net of any deduction/charges by the transferring bank. We must be satisfied that you are the sender before making any amount available to your Trading Account, and we may, at its discretion, refund/send



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- back the net amount received to the remitter by the same method as received or as otherwise determined by us.
- 18.5. You are solely and fully responsible for payment details that are given to us and we accept no responsibility for your funds, if any payment details are proved to be wrong or lacking. We shall not be liable for any funds not deposited directly into our bank accounts.
- 18.6. We have the right to refuse your transferred funds in any of the following cases (the list is not exhaustive):
- a) If the funds are transferred by a third party;
  - b) If we have reasonable grounds for suspecting that the person who transferred the funds was not a duly authorised person;
  - c) If the transfer violates Cypriot legislation.
- In any of the above cases we will send back the received funds to the remitter by the same method as they were received and you will suffer the relevant Client's Bank account provider charges.
- 18.7. By accepting these Terms you give us consent and authorise us to make deposits and withdrawals from the "Client Account" on your behalf, including but not limited to, for settlement of transactions performed by you or on your behalf, for payment of all amounts due by you or on your behalf to us or any other person.
- 18.8. You have the right to withdraw the funds from your Account without closing the said Account.
- 18.9. Unless you and we otherwise agree in writing, any amount payable by us to you, shall be transferred directly to your personal Account. Fund transfer requests are processed by us within the time period specified on our website and the time needed for crediting into the your personal Account will depend on your Bank Account provider. The Balance shall be reduced by the transferring amount on the day the transfer request is received. We may either decline a withdrawal request if the request is not in accordance with the provisions of this section of these Terms.
- 18.10. We reserve the right to refuse a withdrawal request from you with a specific payment method and suggest another payment method where you need to proceed with a new withdrawal request, or request further documentation while processing the withdrawal request. If we are not satisfied with any documentation provided by you or on your behalf, we may, at its discretion, reverse the withdrawal transaction and deposit the amount back into your Account.
- 18.11. During the continuance of transactions with us, and until complete settlement of all amounts due at any time by you to us, we shall, without prejudice to any of our rights under the law or these Terms, have a general preferential lien upon all and/or any of you monies, negotiable instruments and other assets of whatever nature at any time coming into our possessions, custody or power, in respect of and as security for any monies and liabilities which now are, or at any time hereafter may be due or owing by you to us in any manner whatever whether alone or jointly with any other person(s) and under whatever name, style or firm and whether such liabilities are actual or contingent, direct or collateral. We may, at our discretion, from time to time and without your authorisation or prior notice, set-off any amounts held on your behalf against any of your obligations towards us and/or merge, consolidate or combine any your Accounts





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with us. Unless otherwise agreed in writing these Terms shall not give rise to rights or credit facilities.

- 18.12. You warrant and acknowledge that have read, understood and accepted the additional information, including costs and fees, regarding deposits and withdrawals provided for each payment method. We reserve the right to amend at its discretion all such costs and fees. Information on such amendments will be made available on our website which you must regularly review.
- 18.13. You acknowledge that in case your funds is blocked in our clients` bank account for any given period and for any given reason, we assume no responsibility and your funds will also be blocked.
- 18.14. By entering into agreement with us, you waive any and all rights to receive any interest earned in funds we hold on your behalf.
- 18.15. By entering into agreement with us, you give consent and authorise us, where applicable, to transfer/hold your funds to other authorised broker, where clients` funds will be located on a segregated client`s bank account. You also consent that, where applicable, your funds can be deposited in an omnibus Account.
- 18.16. By entering into agreement with us, you acknowledge and accept that have read, understood and accepted the information about Recurring payments. You give us express consent for executing such transactions.

### 19. **SEPA DEBIT DIRECT**

- 19.1. To activate SEPA Direct Debit payments, you must create an order called SEPA Debit Direct in the Client's Personal Account located on the Company's website. This order will be your Mandate-consent to withdraw funds from your bank account. All your subsequent payments will be debited by us directly from your bank account.
- 19.2. Each month, 5 (five) business days prior to SEPA direct debiting, we shall send you an electronic notification of the amount of subsequent debits.
- 19.3. You as the owner of the Bank account has the right to demand the return of the debited funds in accordance with the terms agreed with your bank. Refunds must be requested within 8 (eight) weeks from the date on which the funds were debited by us.
- 19.4. A Refund does not relieve you of responsibility to resolve any issues in respect of the disputed Collection with us, nor does the payment of a Refund by the Debtor/Client Bank prejudice the outcome of such a dispute. Issues in respect of any disputes or discussions between us in relation to a Collection are outside the scope of the section.

### 20. **COMPANY'S FEES, COSTS AND CHARGES**

- 20.1. The Company is entitled to receive fees from you for any services provided as well as compensation for any expenses it may incur for purposes of these Terms and the execution of the said Services. We are entitled to modify, from time to time, the size, amounts and percentage rates of our fees and expenses for which you will be informed accordingly.
- 20.2. You agree that we are entitled to change our commissions and fees unilaterally without any consultation or prior consent from you.
- 20.3. You shall pay us any amount you owe us when due in freely transferable, cleared and available same day funds, in the currency and to the Accounts which we specify, and



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- without making any set-off, counterclaim, deduction or withholding, unless you are required to do so by law.
- 20.4. We may deduct our charges from any funds which we hold on your behalf. For this purpose, we will be entitled to combine or make transfers between any of your Accounts. We have the right to close any your open position(s) to settle any obligations owned by you to us.
  - 20.5. We will charge you interest on any amounts due from you to us which are not paid when due, at such rate as is reasonably determined by us as representing the cost of funding such overdue amount. Interest will accrue on a daily basis.
  - 20.6. We may deduct or withhold all forms of tax from any payment if obliged to do so under Applicable Regulations. If you are required by law to make any deduction or withholding in respect of any payment, you agree to pay such amount to us as will result in receiving an amount equal to the full amount which would have been received had no deduction or withholding been required. We may debit amounts due from any of your Accounts.
  - 20.7. We shall not responsible for paying your tax obligations in relation to possible income tax or similar taxes imposed on you in your jurisdiction on profits and/or for trading in Financial Instruments.
  - 20.8. We shall be entitled to demand that expenses arising from our relationship such as telephone, fax, courier, and postal expenses in cases where you request hardcopy Account Statements, Trade Confirmations etc. that could have been delivered electronically, or any other expenses derived without limitation from reminders or legal assistance.
  - 20.9. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amount. Therefore, you need to ensure that understand the amount that the percentage amounts to.
  - 20.10. In the case of financing fees, the value of opened positions in some types of Financial Instruments is increased or reduced by a daily financing fee “swap” throughout the life of the contract. Financing fees are based on prevailing market interest rates, which may vary over time.
  - 20.11. By entering into agreement with us you acknowledge and accept that have read, understood and accepted the information about our fees, costs and charges.

## 21. INDUCEMENTS

- 21.1. We, further to the fees and charges paid or provided to or by you or other person on your behalf, as stated in section 22, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered to you services and not impair compliance with our duty to act in your best interests.
- 21.2. We may pay fee/commission to Introducing Brokers, referring agents, or other third parties based on agreements. This fee/commission may be related to the frequency/volume of transactions performed by the referred Client. In such cases we have the obligation to disclose to you, upon request, further details regarding the amount of fees/commission or any other remuneration paid to Introducing Brokers, referring agents, or other third parties.
- 21.3. We may also receive fees/commission as well as other remuneration from third parties based on a written agreement. We may receive fees/commission from counterparty(ies)



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through which we execute transactions (if applicable). This fee/commission may be related to the frequency/volume of transactions executed through a counterparty. We have the obligation to disclose to you , upon request, further details regarding the amount of fees/commission or any other remuneration received from third parties.

## 22. INVESTOR COMPENSATION FUND

The Company is a member of the Investor Compensation Fund (ICF) for clients of Cypriot Investment Firms (CIFs) and other Investment Firms (IFs) which are not credit institutions. The maximum amount of compensation is € 20,000. For more information regarding the ICF please refer to the Investor Compensation Fund schedule which is available on our official website.

## 23. CLIENT COMPLAINT

- 23.1. If you have any cause for complaint in relation to any aspect of your relationship with us, the complaint should be placed in accordance with our Complaints management policy which is available on our website.
- 23.2. The complaint must not include:
  - a) affective appraisal of the conflict situation;
  - b) offensive language;
  - c) uncontrolled vocabulary.

## 24. CONFLICTS OF INTEREST

- 24.1. Under Applicable Regulations we are required to have arrangements in place to manage conflicts of interest between us and you and between our clients. We operate in accordance with our Conflicts of interest policy we have put in place for this purpose under which we have identified those situations in which there may be a conflict of interest. We will make all reasonable efforts to avoid conflicts of interest and when they cannot be avoided we shall ensure that clients are treated fairly and at the highest level of integrity and that their interests are protected at all times. Our Conflicts of interest policy is available on our official website.
- 24.2. By accepting these Terms you agree that we may transact business where there may be a conflict of interest without informing you of that possibility.
- 24.3. By accepting these Terms you acknowledge and accept that have read, understood and accepted the our Conflict of Interest policy.

## 25. CLIENT CATEGORISATION

- 25.1. In relation to products and services provided by us, we shall categorise you, depending on the information that you have provided to us, as a Retail Client, Professional Client or Eligible Counterparty (as appropriate). We shall notify you of such categorisation.
- 25.2. Where we have categorised you as an Eligible Counterparty you may request to be treated as a Professional Client or a Retail Client.  
Where we have categorised you as a Professional Client you may request to be treated as a Retail Client.  
In all cases final decision of changing such a categorisation will be at our discretion.



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- 25.3. Where we have categorised you as Retail Client, you will be provided with the highest level of protection compared with a Professional Client or Eligible Counterparty. You may request in writing to be categorised as a Professional Client or Eligible Counterparty but the final decision of changing such a categorisation will be at our discretion.
- 25.4. By accepting these Terms you acknowledge that have read, understood and accepted our Client Categorisation Policy which is available on our official website.

### 26. ANTI-MONEY LAUNDERING PROVISIONS

- 26.1. The Company is obliged to follow The Prevention and Suppression of Money Laundering Activities Law of 2007 (the AML/CFT Law) as subsequently amended, and the CySEC's Directive for the "Prevention of Money Laundering and Terrorist Financing" which among others require us to verify the identity and place of residence of each client.
- 26.2. We may request from you to inform us how monies being invested were obtained / accumulated. This process may require submission of certain information and/or documentation. If you provide false or inaccurate information and we suspect fraud or money laundering we will record this.
- 26.3. It is our policy not to transfer your funds to third parties unless your written application and explanation are provided. We may not forward any applications or money to third parties/product providers until verification requirements have been met.
- 26.4. We have the right not to carry out orders or instructions received from you as long as you have not supplied us with the information requested. We take no responsibility for any delay in investing where money laundering verification is outstanding.
- 26.5. We have the right to terminate any and all agreements with you immediately and to prohibit you from withdrawing any assets if the explanations, concerning money laundering and/or terrorist financing issues provided are inadequate or unsatisfactory.

### 27. SECURITY AND SET-OFF

- 27.1. Without prejudice to any other rights or remedies which we may have at law, where you do not remit any amounts due within a reasonable time under these Term we shall have a lien, right of retention and power of sale and charge (a "Security Interest") over any and all cash, investments documents of title, certificates and other assets, including, but not limited to, your Securities (the "Security Assets") whether in your name, in our name or our associate, agent or nominee held on your behalf, to the extent of and to satisfy any outstanding liability which you may have now or at any time towards us or any associate pursuant to these Terms.
- 27.2. You shall not withdraw or seek to withdraw any assets which is subject to the Security Interest or in any way, encumber, assign, transfer or deal with such assets without our prior consent and until any outstanding liabilities towards us or our affiliate at any time are repaid pursuant to these Terms.
- 27.3. Company may apply any assets which is subject to the Security Interest together with any interest thereon whether or not credited in reduction or discharge of your outstanding liabilities pursuant to these Terms and for that purpose we may realise any such property without further notice and generally exercise any remedies of a secured creditor.



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- 27.4. We may set off any obligation owing by you under these Terms and an agreement entered into pursuant hereto against any obligation owing by us to you (whether or not in connection with these Terms), regardless of the currency or place of payment of wither obligation. If such obligation is unascertained or unliquidated, we may in good faith estimate the obligation and set off in respect of the estimate, subject to the relevant Party accounting to the other when the obligation is ascertained or liquidated. If the obligations are in different currencies, we may convert the obligations at a market rate of exchange in the usual course of its business for the purposes of set-off. You shall indemnify us for any loss, damage, costs, claims and demands arising as a result of the operation of this set-off.
- The rights conferred upon us are continuing and outstanding liabilities are not to be considered satisfied by any repayment or partial repayment;
- 27.5. We may without further notice at any time and in our absolute discretion sell or otherwise dispose of any part of the Security Assets without being under any liability to you in respect of the price of any other terms. We may debit your Account with the costs of such sale and apply the costs of the proceeds as we see fit. This does not affect our rights to enforce payment without resort to security.
- 27.6. If the proceeds of the realisation of the Security Assets are not enough to repay all outstanding liabilities, you shall repay immediately to us the amount of the deficiency.
- 27.7. Our Security Interest is not affected in any way by any time indulgence or relief given us.

## 28. CUSTODY TERMS

- 28.1. Where your Assets are held or received by us, we may agree to act as custodian or to arrange for Assets ("Custody Assets") to be held in custody. We will open, or cause to be opened, such Accounts as are required to safeguard adequately your ownership rights in those securities and other Assets in the event of the Company's insolvency, and to minimise the chance of loss or diminution of those Assets.
- 28.2. You hereby authorises us to register or arrange the registration of Custody Assets in any name permitted by the Laws. Normally, Custody Assets will be held in the name of an eligible nominee. However, where the Custody Assets are subject to the Laws or market practice outside the Cyprus and it is in our clients` best interests to do so, we may register or record Custody Assets in the name of the custodian or our name. If Custody Assets are held in our name or that of a custodian, the Custody Assets may not be segregated or separately identifiable from our Assets or those of a custodian and, in the event of our default or the custodian`s default, may be not as well protected from any claims by our creditors.
- 28.3. If we deposit Custody Assets with a person in a non-EEA state, they will be subject to the law of that state and your rights in relation to those Assets may differ accordingly.
- 28.4. We are responsible for the acts of our nominees to the same extent as for our own acts. We accept no liability for the default of any other nominees, custodians or third parties.
- 28.5. Investments registered or recorded in the name of a nominee will be pooled with those of one or more of our other clients. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or entries on the register or equivalent electronic records. In the event of an irrecoverable shortfall following any default or failure by the custodian responsible for pooled investments, tou may not



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- receive full entitlement and may share in that shortfall pro-rata to original share of the Assets in the pool. When corporate events (such as partial redemptions) affect some but not all of the investments held in a pooled Account, we will allocate the investments so affected to particular clients in such fair and equitable manner as we consider appropriate (which may without limitation involve pro rata allocation).
- 28.6. We will claim all amounts of any dividends, interest, payments or analogous sums to which you may be entitled in relation to Custody Assets and of which we are notified, but we shall not be responsible for claiming any entitlement or benefit you may have under any applicable taxation treaty or arrangement.
- 28.7. Where we appoint a custodian to hold Custody Assets it may be our affiliate.
- 28.8. We shall make no representations or warranties in relation to the Securities. We shall make no representations or warranties in relation to any opinions expressed to you concerning the advisability of investing in any securities (whether in writing or verbally) and in connection with any such Securities or with investments in general, except for the provision of general description of the nature and risks associated with financial instruments given.
- 28.9. Corporate Actions notices may have been obtained from sources which we do not control and may have been translated or summarised. Although we may believe that such sources to be reliable, we have no duty to verify the information contained in such notices nor faithfulness of any translation or summary and therefore does not guarantee its accuracy, completeness or timeliness, and we shall not be liable to you for any loss that may result from relying on such notices.
- 28.10. You are obliged independently to track all corporate actions of the securities' issuers:
- rights issue, preemptive right;
  - bonus issue;
  - stock split;
  - consolidated stock;
  - return of capital of shareholders;
  - date of accrual and repayment of dividends.
- 28.11. Details of the proxy voting services offered by us are available on your request only. Neither we nor our sub-custodians or nominees shall execute any form of proxy, or give any consent or to take any actions, in relation to any Securities except upon your instruction.
- Until we receive your Instructions to the contrary we are authorised to and shall:
- a) present, upon notice, all Securities called for redemption or otherwise matured, and all income and interest coupons and other income items which call for payment upon presentation; and
  - b) execute certificates and documents as may be required to obtain payment in respect of securities.
- 28.12. We will credit your Account with income and redemption proceeds only after actual receipts.
- We will credit your Account with income on financial instruments no later than the next business day after the date of their actual receipt.





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- 28.13. Neither we nor our sub-custodians shall be obliged to institute legal proceedings, file a claim or proof of claim in any insolvency proceeding or take any action with respect to collection of income or redemptions proceeds.
- 28.14. We shall use reasonable skill and care in performing your obligations under these Terms and we shall look after Assets with the same degree of skill and care as it do for our own similar assets in the relevant markets. Neither party shall have any liability arising from these Terms or from any obligations which relate to these Terms for any indirect, special, punitive or consequential loss or damage.
- 28.15. Use of financial instruments held by us on your behalf:
- a) We may enter into arrangements for securities financing transactions in respect of financial instruments held on your behalf or may use such financial instruments for our own Account or the Account of our other clients.
  - b) We may enter into arrangements for securities financing transactions in respect of financial instruments held on your behalf in an omnibus Account held by a third party, or use financial instruments held in such an Account for our own Account or for the Account of our other clients.

### 29. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY

- 29.1. You may communicate with us by registered post, fax or email.  
All communications between us will be to the address, fax number or email and to the individual/department/account name specified in “Company’s contact details” section or in any later notification of change in writing.
- 29.2. Information may be provided to you in paper format or by email to your email address provided during your registration. We shall notify you of any material changes to the information we have provided to you using the same medium in which it was originally provided (unless agreed otherwise).
- 29.3. Information may be communicated to you by way of durable medium, including but not restricted to our official website, Electronic Trading Platform, Client Cabinet, Portal if not restricted by the relevant legislation. Any information provided by the way of durable medium is deemed to be duly provided to, and received by you.
- 29.4. All notices/information provided by us or received from you should be in English.

### 30. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 30.1. You shall promptly provide us with any information which we may request from you to evidence the matters referred to in these Terms or to comply with any Applicable Regulations or otherwise and shall notify us if there is any material change to such information.
- 30.2. It is our policy to take all necessary steps to ensure that personal data held is processed fairly and lawfully in accordance with the Personal Data Law.
- 30.3. We hold personal data relating to you in connection with products and services you have asked us to provide. Except to the extent we are required or permitted by law, personal data provided to or obtained by us will be used for the purposes of providing you with the products and services you have requested.



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- 30.4. We may disclose the information which you provide to us, together with any other information which may relate to your Accounts or to your dealings with us, to any affiliate or agent, or in accordance with any Applicable Regulations, or where necessary for the performance of our obligations to you, or for marketing purposes.
- 30.5. Subject to section 32.4 above, we will not, and it will ensure that our affiliates and agents will not, otherwise disclose the information to any other person, unless we are permitted to do so by law, and we will treat all information we hold about you as private and confidential, even if you are no longer our client. We will not disclose any information we hold about you unless we are required to do so by any Applicable Regulations, or there is a duty to the public to disclose it, or our interests require disclosure, or at your request or with your consent.
- 30.6. You agree that we and our other affiliates can, among others:
- a) Hold and process by computer or otherwise any information we hold about you;
  - b) Use such information to administer and operate your Account, to provide any Service to you, to monitor and analyse the conduct of your Account, to assess any credit limit or other credit decision, to assess the interest rate, fees and other charges to be applied to your Account, to enable us to carry out statistical and other analysis and to prevent fraud;
  - c) Disclose such information to our affiliates;
  - d) Disclose such information to those who provide services to us or act as our agents, to any person to whom we transfer or propose to transfer any of our rights and duties hereunder, or to licensed credit reference agencies or other organisations which help us and others to make credit decisions and prevent fraud, or in the course of carrying out identity, fraud prevention or credit control checks;
  - e) Analyse and use any information we hold about you to give to you information about products and Services which we believe may be of interest to you. If you do not wish to receive such information, please let us know.
- 30.7. You agree that we may also transfer information we hold about you to any country, including countries outside the European Economic Area, which may not have data protection legislation, for any of the purposes described in this section, and according to the provisions of the Protection of Natural Persons With Regard to the Processing of Personal Data and for the Free Movement of Such Data of 2018.
- 30.8. If you are an individual, we are obliged to supply you, on request, with a copy of personal data which we hold about you (if any), provided that you pay a fee.
- 30.9. By entering in agreement with us you acknowledge and agree that all communication including telephone conversations between us may be recorded and that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority. All Instructions, requests or Orders received by telephone will be binding as if received in writing.
- 30.10. The property of all recordings shall be and remain the sole properties of our Company and will be accepted by you as conclusive evidence in case of any legal dispute and/or complaint.
- 30.11. We will treat the information we hold about you in strict confidentiality and will not use it outside the scope for the provision of Services described in these Terms. Information of a confidential nature will be treated as such provided that such information is not



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- already in the public domain or in our the legal possession and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by us.
- 30.12. Without the others consent, neither we no you shall disclose or use for any purpose except as contemplated, the terms of these Terms or the relevant additional agreement(s) any information disclosed to them by the disclosing party in connection with us, except to the extent that such information is:
- a) already available in the public domain, other than as a result of breach of these Terms;
  - b) already known to the receiving party at the time of disclosure;
  - c) required to be disclosed under Applicable Regulations or court order; or
  - d) requested by a Regulator.
- 30.13. We will only disclose information of confidential nature only in the following cases:
- a) Whenever it is required to do so by any regulatory and/or enforcement authorities or bodies that have jurisdiction over us;
  - b) With the purpose of preventing fraud, illegal activity, anti money laundering or terrorist financing
  - c) For the purposes related to credit or identification enquiries or assessments;
  - d) For the purposes related to credit or identification enquiries or assessments;
  - e) To judicial proceedings between us;
  - f) To any of our consultants, lawyers or auditors provided that in each case these will be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
  - g) At your request or with your consent.
- Such disclosure shall occur on a “need to know” basis, unless otherwise instructed. Under such circumstances we shall expressly inform the third party regarding the confidential nature of the information.
- 30.14. Before providing us with any information relating to identifiable living individuals in connection with these Terms you should ensure that those individuals have consented to you providing us with their information and are aware: of our identity; that we may use their information to develop its services to clients and protect its interests; that we may record or monitor phone calls and monitor electronic communications (including emails and other electronic communications) between us for compliance purposes; that we may use their information for marketing purposes (including letter, telephone, email or other methods) to inform you or them about services which may be of interest to you or them; that this may involve disclosure of their information and transfer of their information to any country, including countries outside the European Economic Area which may not have strong data protection laws or where authorities may have access to their information; however, if we do transfer personal data to countries outside the European Economic Area, we will make sure that the same level of protection as it is required to provide in the European Economic Area is applied to their personal data; that we may retain their information after you cease to be a client, for as long as permitted for legal, regulatory, fraud and legitimate business purposes.
- 30.15. You will not, without our prior written consent in each instance, (a) use in advertising, publicity, monitoring or other promotional materials or activities, the name, trade name, trademark, trade advice, service mark, symbol or any abbreviations, contraction or simulation thereof, of our Company or our affiliates or their respective partners or



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employees, or (b) represent directly or indirectly that any product or any service provided by you have been approved or endorsed by us. This section shall survive termination of our agreement.

- 30.16. You accept and concern that we may, from time to time, engage companies for statistical purposes in order to improve our promotional and marketing strategies. As a result, some or all of your personal data may be disclosed on an anonymous and aggregated basis only.
- 30.17. By entering into agreement with us you provide consent to us to make direct contact with you, from time to time, by telephone, facsimile, email or otherwise. You agree to such communications and agree that you will not consider such communication as a breach of any of your rights under any relevant data protection and/or privacy regulations.
- 30.18. You acknowledge and accept that you have read, understood and accepted our Privacy Policy which is available on our official website.

### 31. AMENDMENTS

- 31.1. These Terms may be amended. Changes are usually made under the following circumstances:
- a) if such an amendment is necessary pursuant to any amendment in the applicable law or as consequent to the publication of new regulations acts;
  - b) another cases.
- 31.2. Amendments to these Terms shall enter into force:
- a) if changes are provided as per section.33.1a) – 1 (one) business day after the official publication;
  - b) if changes are as per section33.1.b) – 5 (five) business days after the official publication.
- 31.3. We shall notify you of the relevant amendment either in writing, and/or by email or through our official website.

### 32. TERMINATION AND DEFAULT

- 32.1. Either party (you or we) can terminate this agreement.  
By giving your Instruction to close the Account in the Member Aria section of our website; or  
By giving 5 (five) business days written notice. Termination will be without prejudice to Transactions already initiated. In the case of such termination, all pending Transactions on your behalf shall be cancelled and any open positions shall be closed.
- 32.2. Upon termination of our agreement we will be entitled, without prior notice to you, to cease your access to our Trading Platform.
- 32.3. We may terminate this agreement immediately in the following events of default:
- a) death of the Client;
  - b) if any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken;
  - c) such termination is required by any competent regulatory authority or body or court of law;
  - d) you violate any provision of these Terms or any other agreement with us and in our opinion they cannot be implemented;
  - e) you involve us directly or indirectly in any type of fraud;



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- f) we have grounds to believe that your trading activity affects in any manner the reliability and/or smooth operation and/or orderly of our Trading Platform;
  - g) you have failed to provide any information related to any investigation or/and verification;
  - h) you act in a rude or abusive manner to our employees;
  - i) false and/or misleading information provided by you or unsubstantiated declarations made herein.
- 32.4. The termination of our agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, you shall pay:
- a) Any pending fees/commissions and any other amount payable to us;
  - b) Any charge and additional expenses incurred or to be incurred by us as a result of the termination of our agreement;
  - c) Any damages which arose during the arrangement or settlement of pending obligations;
  - d) We have the right to subtract all above pending obligations from the your Account.
- 32.5. Upon termination of our agreement, we shall immediately hand over to you your assets in our possession, provided that we shall be entitled to keep such your assets as necessary to pay any your pending obligations.

### 33. GENERAL PROVISIONS

- 33.1. You acknowledge that no representations were made to you by us or on our behalf which may have in any way incited or persuaded you to enter into this agreement.
- 33.2. You shall not assign charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under these Terms or any interest in these Terms, without our prior written consent, and any purported assignment, charge or transfer in violation of this section shall be void.
- 33.3. If you is a partnership, or otherwise comprise more than one person, your liability under this Terms shall be joint and several. In the event of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or our rights in respect of such person and his successors) the obligations and rights of all other such persons under these Terms shall continue in full force and effect. Any reference in these Terms to you shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form you as our client shall be deemed to have been given to all the persons who form you as our client. Any Order given by one of the persons who form you as our client shall be deemed to have been given by all the persons who form you as our client.
- 33.4. Any waiver of these Terms must be set out in writing, must be expressed to waive these Terms, and must be signed by or on behalf of both parties.
- 33.5. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amount (whether actual or contingent, present or future) at any time owing between you and us. We can off-set any owned amounts using any your Account(s) with us.
- 33.6. If any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of



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- the remaining provisions of these Terms nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.
- 33.7. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our Services. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our discretion.
- 33.8. These Terms and all Transactions are subject to Applicable Regulations so that:
- a) if there is any conflict between these Terms and any Applicable Regulations, the latter will prevail;
  - b) nothing in these Terms shall exclude or restrict any obligation which we have to you under Applicable Regulations;
  - c) we may take or omit to take any action it considers necessary to ensure compliance with any Applicable Regulations and whatever we does or fail to do in order to comply with them will be binding on you.
- 33.9. All Transactions on your behalf shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs of the CySEC, and any other authorities which govern the operation of investment firms or the provision of the Investment Services, as they are amended or modified from time to time. We shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for you.
- 33.10. These Terms may be amended by us from time to time. Any changes to these Terms will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. We shall notify you of any changes in these Terms through our official website. Should you disagree with the changes made by us, you may terminate our agreement in accordance with section 34 hereof.
- 33.11. We shall provide no statements of Accounts in relation to financial instruments traded through your Account. You may, at any time during our relationship, review the current and any historic state of your Account directly through the trading platform(s).
- 33.12. You shall pay all stamp duty and expenses relating to our agreement and any documentation which may be required for the execution of our agreement and of any transaction hereunder.
- 33.13. The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments markets conducted by us, and other information regarding our activities, are made available on our official website. You shall regularly visit our official website to obtain updated information.
- 33.14. We, from time to time and as often as it deems appropriate, may issue material (“the Material”), which contains information including but not limited to the conditions of the financial market, posted on our website and other media. It should be noted that the Material is considered to be marketing communication and are provided to you for information purposes only and does not contain, and should not be construed as containing, investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments. While we take reasonable care to ensure that information contained in the Material is true and not misleading at the time of publication, it makes no representation and assumes no liability as to the





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accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any of our employee, a third party or otherwise. The Material is not prepared in accordance with legal requirements promoting the independence of investment research and it is not subject to any prohibition on dealing ahead of the dissemination of investment research. All expressions of opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect our opinions.

34. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

On a continuing basis, you represent, warrant, covenant and undertake to us, both in respect of yourself and any other person for whom you act as agent, that:

- a) You are authorised and have the capacity to enter into agreement with us and any Transactions which may arise under it;
- b) You are over 18 years old and/or have full capacity and/or are competent to enter into the present agreement and are aware of the local laws and regulations of the country of your residence in regards to being allowed to enter into this agreement and the information you provide during the registration process as well as in any our document is true correct, complete and accurate and that you will promptly inform us of any changes to the details or information provided to us;
- c) You warrant to us that all and any documents delivered by you or on your behalf to us are at all times true, valid and authentic;
- d) You unreservedly state, affirm, warrant and guarantee that you have chosen the investment amount, taking your total financial circumstances into consideration which you consider reasonable under such circumstances;
- e) Any monies delivered to us shall belong exclusively to you, free of any lien, charge, pledge and any other encumbrance, and that they shall not be either directly or indirectly proceeds of any illegal act or omission nor a product of any criminal activity;
- f) You act for yourself and not as a representative nor as a trustee of any third person, unless you have produced, to our satisfaction, a document of powers of attorney enabling you to act as representative and/or trustee of any third person;
- g) You acknowledge that we shall not be obliged to inform you on an individual basis for any developments or changes on existing laws, directives, regulations, information and policies from any competent authority but you should refer to our official website to obtain all these data and information as well as to any other document that we may from time to time publish;
- h) You agree and consent to receive direct advertising through cold calling by phone, or personal representation or facsimile or automatic calls or by email or our any other electronic means;
- i) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating your activities, which could prevent or otherwise inhibit you entering into, or performing in accordance with these Terms and/or under any transaction which may arise under them;
- j) Your performance under any transaction in accordance with these Terms do not violate any agreement and/or contract with third parties;



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- k) These Terms, each Transaction and the obligations created hereunder are binding on you and enforceable against you in accordance with their conditions and do not violate the terms of any Applicable Regulations;
- l) There is no pending or, to the best of your knowledge, brought against you any action or legal proceeding before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against you of these Terms and any transaction which may arise under them or your ability to perform his/her obligations under these Terms and/or under any transaction which may arise under them in any material respect;
- m) You are not entering into any transaction unless you have a full understanding of all of the terms, conditions and risks thereof, and you are is capable of assuming and willing to assume (financially and otherwise) those risks;
- n) Any information which you provide to us will not be misleading and will be true and accurate in all material respects. You will inform us if your position changes and information provided to us becomes misleading or does not materially represent your capacity and ability to trade with us;
- o) You warrant that have regular access to the Internet, and to the e-mail address and mailbox you have provided, and it is hereby expressly agreed that it is appropriate for the us to communicate information, relevant to these Terms and the provision of the Investment Services, to you by electronic means, including nut not limited to our official website, Electronic Trading Platform, Clients` Portal even though such information may not be addressed personally to you;
- p) No Event of Default has occurred or is continuing;
- q) You have carefully read, understood and accepted the entire text of (i) these Terms including appendixes and schedules, (ii) the information on our official website and Electronic Trading Platform;
- r) You unreservedly state, affirm, warrant and guarantee that any loss or damage or penalties or legal costs or otherwise suffered by us due to violation of these declarations and warranties resulted by false and/or misleading information provided by you or unsubstantiated declarations made herein, are subject to full indemnification by you towards us.

### 35. OUR LIABILITY

- 35.1. We will be liable for any your loss as a result of our guilty actions, which resulted in failure to fulfill or improper performance by us of obligations stipulated by these Terms.
- 35.2. We will not be liable for any loss, liability or cost suffered or incurred by you as a result of the providing Services to you unless the loss, liability or cost is caused by our gross negligence, willful default or fraud committed while acting on your instructions.
- 35.3. We will not be liable for any loss, liability or cost which you may suffer or incur as a result of the negligence, willful default or fraud of any third party (including any broker, bank, agent, custodian, investment exchange, depository or clearing house, electronic payment provider) which we have taken reasonable care in appointing.
- 35.4. Neither we nor any third party who acts on our behalf in providing a Service to you, whether affiliated to us or not, nor we or our directors, officers, servants, agents or representatives, will be liable to you (except in the case of fraud) for any consequential,



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indirect, special, incidental, punitive or exemplary loss, liability or cost which you may suffer or incur arising out of our acts or omissions under these Terms, howsoever the loss, liability or cost is caused and regardless of whether it was foreseeable or not. For the purpose of this section, the expression “consequential loss, liability or cost” includes any loss, liability or cost arising from you being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another transaction which requires you to have disposed of or purchased the Financial Instruments or any other loss arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or costs, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

- 35.5. We shall not be held liable for any loss which is or which may be the result of deceit in relation to the facts or mistaken judgment or any act done or which we have omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by us.
- 35.6. We shall not be held liable in relation to any omission, negligence, deliberate omission, fraud, or default of the bank where your Bank Account maintained.
- 35.7. You warrant and represent that you shall indemnify us and maintain it so indemnified against any claim, damage, liability, costs or expenses of any third party and/or which may be satisfied by us and which may arise in relation to these Terms and/or in relation to the provision of the Investment Services and/or in relation to the disposal of the your Financial Instruments and/or in relation to the non-fulfilment of any of your statements and/or Orders and/or instructions contained in these Terms.
- 35.8. We will not be liable for any loss or expense incurred by you in connection with, or directly or indirectly arising from any error, delay or failure in the operation of the Trading Platform notwithstanding if the Transaction(s) originated from your terminal or by telephone;
- 35.9. In the event of your the death or mental incapacity, we will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorised third party in relation to your Trading Account and/or Money and we will stop accepting Requests, Instruction or other communications given on your behalf upon receipt of notice of your death or mental incapacity.
- 35.10. Nothing in these Terms excludes or limits our liability if any such exclusion or limitation is prohibited by law.

## 36. INDEMNITY

On a continuing basis you shall indemnify us against any loss, liability and cost which we may suffer or incur under the provision of the services under these Terms, including but not limited:

- a) as a result of acting on any instruction which we reasonably believe to have been approved by you or given on your behalf, or
- b) as a result of your breach of any material provision of these Terms.

## 37. FORCE MAJEURE



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- 37.1. We will not be liable to you for failure to perform any obligation or discharge any duty owed to you under these Terms if the failure results from any cause beyond our control, including, without limitation:
- a) acts of God, war, fire, flood, explosions, strikes or other industrial disputes;
  - b) any breakdown, or interruption of power supply, or failure of transmission or communication or computer facilities;
  - c) hacker attacks or other illegal actions against our Electronic Trading Platform or our equipment;
  - d) postal or other strikes or similar industrial action;
  - e) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which we relate Quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event;
  - f) the failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations.
- 37.2. In case such an event occurs, and we decide in our reasonable opinion that Force Majeure exists, we may, without any prior notice to you, at any time and without any limitations, take any of the following actions:
- a) close out any or all your Open Positions at such prices as we consider in good faith to be appropriate;
  - b) suspend or freeze or modify any or all terms of these Terms to the extent that the Force Majeure makes it impossible or impracticable for us to comply with them;
  - c) suspend the provision of any or all services under these Terms;
  - d) take or omit to take any other actions as we deem reasonable with regards to our position, your and all the other our clients.

### 38. [APPLICABLE LAWS AND PLACE OF JURISDICTION](#)

- 38.1. These Terms and all transactional relations between us are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be courts of the Republic of Cyprus.
- 38.2. The submission to the jurisdiction of the courts referred to in section 40.1 above shall not limit our right to take proceedings against you in any other court of competent jurisdiction or, at our discretion, in any appropriate arbitration forum, and you agree to submit to the jurisdiction of any such court or the rules of any such arbitration forum.

### 39. [GOVERNING LANGUAGE](#)

These Terms, appendices, schedules and additional agreement hereto (both present and future) are made in English. Although we might, from time to time, and at our own discretion provide translation into other languages, these are provided for a convenience and information purposes only. The official, legal binding text is in the English language. In case of any inconsistency or discrepancy between original English texts and their translation into any language, as the case may be, original versions in English shall prevail.

### 40. [COMPANY'S CONTACT DETAILS](#)

13-15 Grigori Afxentiou Street, I.D.E. Ioannou Court, Office 202, Mesa Geitonia, 4003, Limassol, Cyprus  
Tel. +357 25 755 337, Fax +357 25 755 336, Email [info@zerichsecurities.com](mailto:info@zerichsecurities.com), [www.zerichsecurities.com](http://www.zerichsecurities.com)



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You shall communicate with us with the communication methods described in section 31 of these Terms at the following address:

Registered address and address for correspondence: 13-15 Grigori Afxentiou, I.D.E. Ioannou Building, office 202, Mesa Geitonia, 4003 Limassol, Cyprus

Authorised by the CySEC CIF License 115/10 dated 22 February 2010

T: +357 25755337

F: +357 25755336

Website(s): <https://www.zerichsecurities.com/>

Email: [info@zerichsecurities.com](mailto:info@zerichsecurities.com)

**41. REGULATORY AUTHORITY**

Cyprus Securities and Exchange Commission

Office Address: 19 Diagorou, 1097, Nicosia, Cyprus

T: +357 22 506600

F: +357 22 506700

Postal Address: PO. Box 24996, 1306 Nicosia, Cyprus

Website: [www.cysec.gov.cy](http://www.cysec.gov.cy)



**TERMS OF BUSINESS. SCHEDULE \_\_\_\_ . MARKET DATA**

Subject to this Schedule, we may distribute to you the market data you select. To order this service, you may submit to us a relevant Service Order Form (available through Electronic Trading Platform. No Service Order Form shall become binding unless confirmed to you as accepted by us.

**1. DEFINITIONS AND INTERPRETATIONS**

**Electronic Trading Platform** has the meaning given to it in section 2 of Terms of Business.

**End-User** means you and where relevant, any and all your officers, directors and employees and any person authorised to act on your behalf, and the officers, directors and employees of such person.

**MD** means the market data we may from time to time supply to you subject to the terms of this Schedule.

**Third Party Provider** means third party licensors, vendors, service providers, subcontractors and sources that distribute to us MD and any associated content, data, material, information, connectivity, capability or service, for further dissemination to you.

**User Code** means unique identifiers and/or security devices or prescribed security procedures or any combination thereof, including without limitation, any digital certificate(s), secret keys, authentication codes, logins, and other secure access code (SMS, PUSH etc.), user name(s) password(s), credentials and/or access details that may be required to access or use MD.

**2. GENERAL**

2.1. Subject to the conditions and limitations set out in this Schedule and whatever additional obligations, conditions and limitations contained in your agreement(s), if any, with Third Party Provider(s), we may grant to you at your request, a limited, non-exclusive, non-transferable and revocable right to use MD that we may from time to time supply to you through Electronic Trading Platform or otherwise.

2.2. You agree that MD may be used solely by you or your End-Users on your behalf. You may use MD only for your personal use, or internal business use, as may be applicable, and to the extent, such use relates to the Services provided under these Terms.





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2.3. You acknowledge and agree that Third Party Provider(s) own all intellectual property rights or any other exclusive proprietary rights in MD or in anything copied or downloaded from the use thereof. Except as expressly stated herein, neither we nor any Third Party Provider grant you any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of MD.

2.4. You acknowledge that we, as well as, Third Party Provider(s) may change or modify at any time, with as much prior notice to you as is reasonably practicable the content, format or nature of MD and the means of access to MD.

2.5. You undertake to use reasonable endeavours to notify us without delay of defects or faults arising in MD. We shall use commercially reasonable endeavours to make MD available at all times during business hours and relevant markets trading sessions except for scheduled or emergency maintenance notified to you by us as soon as reasonably feasible.

2.6. You agree to permit (subject to reasonable confidentiality restrictions and upon reasonable notice) us and any relevant Third Party Provider or appropriate regulator to inspect any equipment, connections and the distribution networks used by you in connection with MD.

2.7. All Service Order Forms once executed by you and accepted by us, shall constitute an integral part of this Schedule.

2.8. Upon termination of the use of MD, all licences granted in respect thereto shall immediately and automatically terminate without further notice.

2.9. You acknowledge and agree that damages may not be an adequate remedy for breach of the obligations set out in this Schedule and that nothing herein is intended to limit our right to seek alternative remedies, including an injunction or other equitable remedy.

### 3. USE

3.1. You shall not (and shall not permit any End-User or third party to):

- a) except as may be allowed by any Applicable Regulation which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Schedule, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of MD in any form or media or by any means;



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- b) access all or any part of MD in order to build a product or service which competes with MD;
- c) use MD for commercialisation or for provision to third parties;
- d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, furnish or otherwise commercially exploit, or otherwise permit or provide access to MD to any person or to any other office or place or make MD available to any third party or at any other office or place except you or your authorised End-Users at their specified devices of any kind, or attempt to obtain, or assist third parties in obtaining, access to MD, other than as provided under this Schedule;
- e) delete, remove or modify any author attributions, disclaimer, copyright, trademark or other legal notices or proprietary designations or labels; or
- f) use MD for any illegal purpose or otherwise contrary to any Applicable Regulation and shall comply with all Applicable Regulations with respect to your activities under this Schedule.

3.2. You agree that provision of, access to or use of MD under this Schedule may at any time require or become conditional upon you:

- a) entering into direct agreements with Third Party Provider(s);
- b) agreeing on additional terms with such Third Party Provider(s); or
- c) signing any comfort letter, honesty statement or otherwise making any necessary statement to such Third Party Provider(s).

3.3. You shall and shall ensure that your End-Users shall, at all times fully comply with all of the agreements, requirements and restrictions of ours and the applicable Third Party Provider(s) relating to MD and the use, access, distribution and consumption thereof, and all Applicable Regulations. In order to ensure compliance with contractual restrictions and obligations, you shall promptly respond to any and all requests for information from us or the Third Party Provider(s) and shall cooperate with other measures we may take in good faith to fulfil our obligations to the Third Party Provider(s). If you become aware of any unauthorised use, access to, storage or redistribution of any MD, you shall immediately notify us in writing.

3.4. You undertake to ensure that your network and systems comply with the relevant specifications provided by us from time to time and shall be solely responsible for procuring and maintaining network connections and telecommunications links from your system to Electronic Trading Platform or other MD feeder, and all problems, conditions, delays, delivery failures and Loss (as defined in the Terms of Business) arising out of or in connection with your network connections or telecommunications links. You shall ensure that you promptly comply with any



minimum hardware configuration requirements specified by us for the purpose of establishing connectivity between your system and Electronic Trading Platform or any other MD feeder.

3.5. You acknowledge that we control both the entitlements and the display of MD and agree that we may, in our sole discretion and with or without notice, restrict, suspend, limit, cancel or terminate your right to use MD if required to do so by a Third Party Provider, appropriate regulator or other competent authority, court or tribunal or otherwise to comply with the requirements of Applicable Regulations.

#### 4. SECURITY PROCEDURE

4.1. You shall use all reasonable endeavours and precautions to prevent any unauthorised access to, or non-permitted use of, MD. In the event of any such unauthorised access or non-permitted use, you shall promptly notify us and take all reasonable steps to enforce compliance herewith, and to prevent further breach. If any unauthorised or non-permitted use is made of MD, we may restrict, suspend or otherwise limit, cancel or terminate the delivery of MD to you without prejudice to our other rights and remedies.

4.2. We or the applicable Third Party Provider may from time to time provide you with User Code(s). You undertake to keep your User Code(s) secure and not to share the User Code with any third party. If you pass your User Code(s) to third party or give third party access to your User Code(s), you will be responsible for use of MD by that third party.

4.3. You undertake to comply with accepted principles of data security and agree that:

- a) you shall not, nor shall you permit any other person to, remove, modify, exchange, disable, penetrate or otherwise defeat any prescribed security procedures;
- b) you will take all necessary actions to preserve the confidentiality of User Codes;
- c) you shall restrict access to the User Codes and MD to those persons who are duly authorised to have such access on your behalf;
- d) you are responsible for ensuring that all information contained in any request for a User Code is complete and correct; and
- e) you are responsible for all acts or omissions that occur under any User Code.

4.4. You shall notify us and, where applicable, the Third Party Provider immediately in writing in the event that you learn that:

13-15 Grigori Afxentiou Street, I.D.E. Ioannou Court, Office 202, Mesa Geitonia, 4003, Limassol, Cyprus  
Tel. +357 25 755 337, Fax +357 25 755 336, Email [info@zerichsecurities.com](mailto:info@zerichsecurities.com), [www.zerichsecurities.com](http://www.zerichsecurities.com)



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- a) any User Code is lost, stolen, or improperly disclosed to a third party;
- b) the authority or employment, as applicable, of any End-User provided with a User Code has been or is about to be terminated (in which case you agree to promptly return to us any security device, if any, previously issued to such End-User);
- c) the confidentiality of any User Code has been compromised in any way;  
or
- d) you learn about a possible or actual unauthorised access to and/or use of any User Code.

## 5. ADDITIONAL END-USER SUBSCRIPTION

5.1. You may, from time to time ask for additional End-User subscriptions, provision of which may be subject to conclusion of relevant agreements, and we will grant access to MD to additional End-Users authorised by you in accordance with the provisions of these Terms.

5.2. If you wish to have other authorised End-Users with additional subscriptions, you shall request us in writing by filing a Service Order Form. We shall consider your request and should we agree, and subject to the authorised person signing relevant documentation with us, we will grant to such End-Users User Codes as requested and you shall pay to us the relevant fees for such additional End-User subscriptions as set out in the relevant Service Order Form. Where any additional End-User subscriptions is purchased part way through the standard billing term, such fees shall be pro-rated for the remainder of the term.

5.3. In relation to your End-Users, you undertake to us that:

- a) you shall cause your End-Users to comply with this Schedule and shall be fully responsible for their acts and omissions;
- b) you will ensure that your End-Users remain at all times familiar with the requirements of the applicable Third Party Provider and will have read and understood any specific additional compliance information in relation to access to and use of MD that we may provide to you from time to time;
- c) the maximum number of your End-Users authorised to access and use MD shall not exceed the number of End-User subscriptions you have purchased from time to time;
- d) you will ensure that unless otherwise agreed by us in writing, no User Code is used by more than one individual on a more than one computer terminal



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or other physical device or automated service and that no User Code can simultaneously log-on with multiple instances or to multiple devices;

- e) each End-User shall keep User Code strictly confidential;
- f) you will maintain a written, up to date list of current your End-Users and provide such list to us immediately upon request;
- g) you will ensure that your End-Users provide us with any and all information and assistance necessary for us to comply with Applicable Regulation or to respond satisfactorily to any query or request from the applicable Third Party Provider in relation to your and your End-Users' access to or use of MD; and
- h) you have the ability to immediately disable the electronic capabilities of any End-User or all access to MD and upon our request, you agree to immediately disable such capabilities or access.

5.4. You shall pay us for MD at the rates and for the periods set out in a Service Order Form and/or a Fee Schedule. You agree that we and/or the Third Party Provider may modify any applicable charges and fees at any time upon written notice to you.

5.5. You shall obtain and be responsible for the expenses, installation and maintenance of all necessary equipment, software, telecommunications and other services for you to access and use MD and to fulfil your obligations under or pursuant to this Schedule.

5.6. You understand that you may require additional licences and consents, and may be required to pay fees imposed by Third Party Provider(s) in relation to the use of MD. You agree that you will be responsible for making all payments as may be required to Third Party Provider(s), unless we expressly agree in writing to make such payments on your behalf.

## 6. FEES

6.1. You shall pay us for MD at the rates and for the periods set out in a Service Order Form and/or a Fee Schedule. You agree that we and/or the Third Party Provider may modify any applicable charges and fees at any time upon written notice to you.

6.2. You shall obtain and be responsible for the expenses, installation and maintenance of all necessary equipment, software, telecommunications and other services for you to access and use MD and to fulfil your obligations under or pursuant to this Schedule.



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6.3. You understand that you may require additional licences and consents, and may be required to pay fees imposed by Third Party Provider(s) in relation to the use of MD. You agree that you will be responsible for making all payments as may be required to Third Party Provider(s), unless we expressly agree in writing to make such payments on your behalf.

**7. LIMITATION OF LIABILITY**

7.1. You acknowledge that you assume sole responsibility for results obtained from the use of MD, for conclusions drawn from and any outcomes of such use.

7.2. All warranties, representations, guarantees, conditions, covenants and all other terms of any kind whatsoever, whether express or implied (in law or in fact), oral or written, under statute or common law or from a course of dealing or usage of trade, that MD and/or the information obtained by you with MD will fit your particular purposes or meet your specific requirements or any merchantability, quality, accuracy, fitness for a particular purpose, title, non-infringement, timeliness, availability, latency, capacity, currency, absence of viruses or damaging or disabling code, any warranties or representations that MD or access to any portion of it will be uninterrupted or error-free or that defects therein will be correctable or corrected, are, to the fullest extent permitted by Applicable Regulation, excluded from this Schedule. MD is provided to you under this Schedule on 'as is' basis.

7.3. You understand that we will provide MD and access to MD using a number of systems and networks, including the Internet, to carry data. Data transmission on any electronic system or network may be subject to delay, interruption, interference, blackout, failure, malfunction and interception and you acknowledge that provision, access or use of MD may be subject to interruptions, suspensions, limitations, delays and other problems inherent in the use of such facilities. MD is being provided with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort regarding MD is with you and you agree that neither we nor any Third Party Provider will be responsible for any unavailability, interruptions, delays, incompleteness, inaccuracies delivery failures, or any Loss resulting from any malfunction, delay, defect, error, fault, interruption, omission, mistake, inaccuracy, use or failure to use MD.

7.4. You acknowledge that MD may enable or assist you to access the content of third parties and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such third-party content. We do not endorse or approve any third-party content made available with MD. You further acknowledge that any information in MD is not produced by us or by persons which are our affiliates. If MD includes any investment research or recommendations,





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we do not substantially alter any such recommendations (if any) within any investment research produced with MD.