



Royal
Chartered Bankers

**ACCOUNT OPENING
AGREEMENT**



Introduction

1. The Account Opening Agreement (the “Agreement”) sets out the terms and conditions for the provision of the investment and ancillary services.

Definitions

1. “**Account**” means a personalized registered account of the Client with the Company. The Client is allowed to have only 1 (one) account with the Company
2. “**Account Detailed Report**” shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time
3. “**Affiliate**” or **IB** (Introducing Broker) means any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company. The Affiliate may carry out activities deemed necessary for the conclusion of an agreement between the Company and its Client, as per the provisions of the present Agreement, for the purpose of introducing clients to the Company.
4. “**Ask Price**” means the price at which the Company is willing to sell a CFD
5. “**Authorized Representative**” shall mean a natural or a legal person authorized by the Client under a power of attorney and/or by any other means to give instructions to the Company in relation to his Account with the Company under this Agreement
6. “**Balance**” means the sum of the Client Account after the last completed order and deposit/ withdrawal operation made within any period of time
7. “**Best Execution Policy**” means the Company’s prevailing policy available at the Company’s website regarding best execution when executing Client orders
8. “**Bid Price**” means the price at which the Company is willing to buy a CFD
9. “**Business Day**” means any day on which banks are open for business
10. “**CFD**” is a Contract For Difference and more specifically is an agreement between two parties to exchange the difference between the opening price and closing price of a contract
11. “**Client Account**” shall mean an omnibus account opened by the Company where Client’s funds will be held in separately from the Company’s funds

12. **“Client”** means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms and Conditions of this Agreement
13. **“Company”** means Royal Chartered Bankers Ltd.
14. **“Company’s Website”** means www.rcbankers.com or any other website that may be the Company’s website from time to time.
15. **“Contract”** means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto, entered into by the Company and the Client
16. **“Counterparties”** shall mean banks and/ or brokers through whom the Company may cover its transactions with Clients
17. **“Cryptocurrency”** is a medium of exchange currency that uses cryptography to secure the exchange of digital information and control the creation of new units i.e. digital money. Cryptocurrencies provide a viable method of issuing tracking ownership of unique digital representations of value, such as money. Cryptocurrency is decentralized, so no single institution or country controls it, and it is not subject to transaction fees or external regulation
18. **“Equity”** equals (Balance + Floating Profit & Loss + Storage)
19. **“Event of Default”** shall have the meaning given to this term in Paragraph “Event of Default
20. **“Execution Venue”** is the counterparty for transactions and holder of the Client’s securities or other assets deposited
21. **“Financial Instrument”** is a document that has a monetary value or represents a legally enforceable agreement between two or more parties regarding a right to payment of money
22. **“Floating Profit/ Loss”** shall mean the unrealized profit (loss) of open positions at current prices of the Underlying Assets
23. **“Free Margin”** means the funds not used as a guarantee to open positions, calculated as:
Free Margin=Equity-Margin
24. **“Leverage”** is a ratio of the amount used in a transaction to the required deposit
25. **“Margin”** means the necessary guarantee funds to open positions and maintain Open positions
26. **“Margin Call”** when the Margin posted in the margin account is below the minimum margin requirement, the Company issues a Margin Call and in this case, the Client will have to either increase the Margin that he has deposited or to close out his position(s). If the Client does not do any of the aforementioned, the Company shall have the right to close the positions of the Client
27. **“Margin Level”** means the percentage of Equity to Margin ratio. It is calculated as: Margin Level = (Equity/Necessary Margin) x 100

28. **“Market Maker”** means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time
29. **“Open Positions”** means any position/ transaction that has not been closed
30. **“Orders”** means any trading transactions executed on the Company’s trading platforms by the Client
31. **“OTC”** shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”
32. **“Principal”** Company acts as Principal when it is the sole execution venue with respect to the execution of Client orders; “Principal” may refer to “Risk-Less” Principal
33. **“Quote”** is the currency quoted for a particular instrument
34. **“Rebates”** refers to the percentage of the actual spread or commission charged to the account, depending on the account type and/or if assigned under an Affiliate
35. **“Security”** means any securities or other assets deposited with the Company
36. **“Server”** means the Royal Chartered Bankers Ltd server which is used for the execution of Client’s instructions
37. **“Server Time”** means the local time of the server which is set at GMT + 3
38. **“Services”** means the services to be provided by the Company to the Client construed by the Terms and Conditions set out in this Agreement. Services are inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms
39. **“Spread”** means the difference between the Ask Price and the Bid Price
40. **“Spreads and Conditions”** means the spreads, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Spreads and Conditions are available on the Company’s Website
41. **“Storage”** shall mean the funds withdrawn on a daily basis to the Client’s Account by keeping open positions to the next day on certain products
42. **“Terms”** mean the Terms of this Agreement governing all the actions that relate to the execution of a Client’s trades
43. **“Trading Account”** is an account opened by the Client under the Company for the sole purpose of trading. The Client can open up to 10 (ten) trading accounts under the Company. The Trading Account is distinct from the Account of the Client held with the Company
44. **“Trading Platform”** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market-related news as well as having a real-time revaluation of the open positions, through the Internet
45. **“Underlying Asset”** is the financial instrument on which a derivative's price is based
46. **“In writing or written”** means inclusive of the electronic form

Client Acceptance Policy

1. The Prospective Client acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any Prospective Client as its Client.
2. The Company has the right to decline and/or refuse to accept a Prospective Client as its Client, if it reasonably believes that the Prospective Client might pose a risk to the Company and/or if accepting such a Prospective Client shall be against the Company's Client Acceptance Policy.
3. It should be noted that the Company is under no obligation to provide any reason for not accepting a Prospective Client as its Client.
4. The Prospective Client must fill in, submit the online Account Opening Application Form found on the Company's website, and provide to the Company all the required identification documentation. The Company shall then send a notice of acceptance to the Prospective Client confirming that he has been successfully accepted as a Client of the Company.
5. The Client acknowledges and understands that the Company has the right to refuse to activate an account and/or shall not accept any money from any Prospective Client until all documentation requested has been provided to the Company, which has been properly and fully completed by the Prospective Client
6. The Company has the right to request additional documentation and/or information from the Client at any time throughout the term of this Agreement and/or the business relationship with the Client. Should the Client not provide such additional documentation and/or information the Company may at its own discretion terminate its business relationship with the Client.
7. The Company has the right to close any Account opened by a Prospective Client which has not been approved by the Company and which has been pending for approval for a set period of 3 (three) months

Scope

1. The Agreement sets out the Terms and Conditions for the provision of investment and ancillary services, associated with the trading of Contracts for Difference ("CFDs"). The Company is duly authorized to provide the following investment and ancillary services and may at its sole discretion offer any of the Services below to the Client:
 - a) Investment Services:
 - Receive and transmit Orders of the Client in Financial Instruments

- Execute Client Orders in Financial Instruments
 - Dealing on own account
- b) Ancillary Services:
- Provide Safekeeping and administration of financial instruments for the account of the Client (as and if applicable) including custodianship and related services such as cash/collateral management
 - 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
 - Foreign exchange services where these are connected to the provision of investment services
 - Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments
2. The Company reserves the right to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.
 3. The Agreement is non-negotiable and overrides any other agreements, arrangements, express or implied statements made the Company unless the Company, in its sole discretion, determines that the context requires otherwise.
 4. The Client hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him. A breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement.
 5. By accepting and agreeing to the Terms and Conditions of this Agreement, the Client agrees that the provision of information through electronic means such as the Company's Website and/or the verified email of the Client is deemed as appropriate, due to the nature of the relationship established between the Company and the Client. Furthermore, the provision of information by means of electronic communication is treated as appropriate since the client has regular access to the internet. The provision by the Client of an e-mail address for the purposes of the carrying on of that business is considered as sufficient evidence of this. Through the following terms and conditions, the Client is provided with the specific addresses where core information is accessible. The Company will ensure that the website will be always kept up to date.
 6. The Prospective Client hereby acknowledges and agrees that any of the following actions show his approval of the Agreement:
 - a) Completing and submitting the online Account Opening Agreement and clicking on the "I Accept" button or similar buttons or links as may be designated by the Company on the Company's Main Website(s)
 - b) Continuing to access or use the Company's Main Website(s)

Services

1. The Company offers to its Clients the Investment and Ancillary services as Principal in relation to CFDs on currencies, equities, precious metals, financial indices, cryptocurrencies and any other trading tools.
2. The Company strives to provide the best possible price to its Clients, and makes every effort and necessary arrangements to do so; however, it may be impossible to guarantee the execution of any or all of the pending orders at the declared price. "Stop Loss", "Take Profit", "Buy Limit", "Buy Stop", "Sell Limit", "Sell Stop Orders" on Financial Instruments offered by the Company are executed at the declared by the Client price on the first current price touch. However, under certain market conditions it may be impossible to execute orders ("Stop Loss", "Take Profit", "Buy Limit", "Buy Stop", "Sell Limit", "Sell Stop") on any Financial Instrument at the declared price. In this case, the Company has the right to execute the Client Order at the best available price given the market depth and volatility for the given security at that point in time. More details on the cases that this might occur can be found in the "Order Execution Policy" of the Company which is accessible via the Company's website under section "Legal Documents".
3. The Client will, unless otherwise agreed in writing, understands and acknowledges that the Company will enter into transactions with the client as Principal (counterparty) and not as an agent. The Company will be the contractual counterparty to the Client.

Commencement of Account Opening Agreement

1. The Commencement Date of the Agreement shall be the date the Prospective Client receives the notice that he has been verified as a Client of the Company.

Capacity

1. The Parties are entering into this Agreement as principal-to-principal. For the avoidance of any doubt, in relation to individual Orders for CFD transactions the Company shall execute such Orders against its Client as a principal to principal.
2. The Client is acting as a principal for his own self and not as an agent and/or representative and/or trustee and/or custodian of someone else, unless the Company

specifically consents to this in writing and the Client has provided all the documents required by the Company for this purpose.

3. The Client shall not be allowed to appoint any authorized representative to act on his behalf for the purposes of this Agreement, unless otherwise specifically agreed in writing between the Parties.

Client Funds

1. The Company holds an omnibus account, which is named as Client Account where all Clients funds are held. The Company holds a different account for its own money separated from the Clients funds. Client funds may be held in the name of the Company on behalf of the Client in an account with a credit institution within EEA or a bank authorized in a third country or any electronic payment providers/ processors which the Company shall specify from time to time (the 'Bank Account').
2. The Client acknowledges that in circumstances where the funds are held in a credit institution and/or bank and/or third party outside the EEA the legal and regulatory regime may differ. Therefore in case of insolvency and/or equivalent failure of the credit institution and/or bank and/or third party the Client's funds shall receive a different treatment than the funds held in a credit institution and/or bank and/or third party within the EEA. The Company will not be liable for any failure or insolvency of any bank or third party.
3. The Client authorizes the Company to make any deposits and withdrawals from the Client's Account on his behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.
4. Unless the Parties otherwise agree in writing, any amount payable by the Company to the Client, shall be paid directly to the Client's account held with the Company.
5. The Client has the right to withdraw the funds, which are not used for margin covering, free from any obligations (Free Margin) from his trading account without closing the said Account.
6. Money transfer request (withdrawal from Trading Account) is processed within the period indicated on the Company's website, under deposit and withdrawal section, after receiving from the Client transfer request instructions. When the transfer request process is concluded, the transferring amount is reduced from the balance of the Client's Trading Account. The Client can then request for a withdrawal from his Account.
7. The Client agrees to pay any bank transfer fees, which might occur when withdrawing funds from the Client's Account and depositing them to his designated bank account. The Client must provide to the Company the payments details. The Client shall be held

- fully liable for his own funds, if he has provided the Company with wrong and/or misleading details. The Company bears no responsibility for any funds not deposited directly into the Company's bank accounts.
8. The Company agrees that any amounts sent by the Client or on the Client's behalf in the bank account of the Company will be deposited to the Client's Account at the value date of the payment received and net of any charges/ fees charged by the bank account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's Account, otherwise the Company reserves the right to refund/ send back the net amount received to the remitter by the same method as received.
 9. Withdrawal requests will be processed within the period indicated on the Company's website. Withdrawals should be made using the same method which the Client has used the first time to fund his Account and to the same remitter. The Company reserves the right to cancel a withdrawal with specific payment method and inform the Client of the reason for the cancellation as well as ask the Client to submit his withdrawal request using the correct withdrawal method.
 10. The Client agrees to waive any of his rights to receive any interest earned in the money held in the Bank Accounts and consents that the Company will benefit from such an interest earned to cover registration/ general expenses/ charges/ fees and interest related to the administration and maintenance of the bank accounts. However, the Company may at its discretion pay interest at a rate and basis of calculation as it determines.

Instructions

1. The Client may give the Company oral or written instructions (which shall include instructions provided via the internet or by email as described below). The Company shall acknowledge the reception of the instructions orally or in writing, as appropriate.
2. The Client shall notify the Company of the identity of any authorized representatives to give instructions to the Company on behalf of the Client, where such a case has been properly approved and agreed by the Company in writing. The Company shall be entitled to act upon the oral or written instructions of any authorized representative or any person who appears to the Company to be an authorized representative, notwithstanding the contrary.
3. All instructions related to trading financial instruments received from the Client and from any authorized representative of the Client through e-mail and any meetings between the Client or any authorized representative of the Client with the Company, shall be conclusive and binding.
4. The Company has the right to decline the execution of an instruction by a Client or an

- authorized representative of the Client and is under no obligation to provide a reason for such a refusal and shall not be liable for any loss occasioned thereby such a decision.
5. The Client shall give to the Company clear, accurate and prompt instructions. Where the Client does not provide clear, accurate and prompt instructions the Company is allowed to take such steps at the Client's cost, as the Company considers appropriate for its own protection and/or for the protection of the Client. This shall also apply in situations where the Company is unable to contact the Client.
 6. The Company shall not be liable for any loss, expense, cost or liability suffered or incurred by the Client as a result of instructions being given, or any other communications being made, via the Internet. The Client will be solely responsible for all orders, and for the accuracy of all information, sent via the Internet using the Client's name or personal identification number. The Company will not proceed with the transmission and execution of an order until it has confirmed the order with the Client.
 7. If the Company does not receive any instructions from the Client to settle any open trades/positions by the end of the business day (i.e. server time), the Company is hereby authorized, but not obliged, to transfer all such trades/positions to the next trading business day. This process shall be defined as a rollover and the Client acknowledges that unless those trades/positions are closed manually, all such trades/positions may be rolled over on a continuous basis and consequently bear the costs for the rollover.
 8. The Company may require confirmation if an instruction appears to the Company to be unusual and/or does not fit the Client's profile and/or if such instruction is to close the Client's account and/or an instruction for repayment to the Client.
 9. The Company represents that it shall proceed with the instructions of the Client as soon as practically possible and shall, as far as trading instructions are concerned, act in accordance with the Company's Best Execution Policy.
 10. If, after instructions are received, the Company believes that it is not reasonably practicable to act upon such instructions within a reasonable time, the Company may defer acting upon those instructions until it is, in the Company's reasonable opinion, practicable to do so or notify the Client that the Company is refusing to act upon such instructions. The Company shall not be liable for any losses resulting from such deferral or refusal.
 11. The Company is, in accordance with its Best Execution Policy, entitled to aggregate the Client's orders with the bank's own orders, orders of any of the Company's associates and/or persons connected with the Company including other clients. The orders will only be aggregated or split if the Company reasonably believes it to be in the best interest of the Client.

Investment Advice

1. The Company does not and will not offer the service of Investment Advice to the Client.

Investment advice constitutes the provision of personal recommendations in respect of one or more Transactions relating to CFDs or the Underlying Markets. The Client agrees that he enters into Transactions (opening and/or closing, or refraining from opening and/or closing a Transaction) based on his own judgment. The Client represents that when providing instructions to the Company to enter into specific Transactions, he has conducted his own investigation of the risks associated with each Transaction and has conducted his own evaluation of such risks.

2. The Company is under no duty to provide any legal, tax or other advice relating to any Transaction to the Client. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. Tax laws are subject to change from time to time.
3. The Company may, from time to time and at its discretion, make available to its Clients information, recommendations, news, market commentary or other information through newsletters, which it may post, on its Website and/or its Platform. The Client acknowledges that such information does not constitute an independent investment research and nothing in this form of communication of the Company to the Client shall be considered as investment advice and/or an investment recommendation and/or solicitation for the purpose of entering into any Transaction with any financial instrument.
4. The Client acknowledges further that the Company shall not be responsible for the availability of such information.
5. The Client acknowledges that the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
6. The Client acknowledges that the information is made available solely to enable the Client to make his own investment decisions and does not constitute investment advice or unsolicited financial promotions to the Client.
7. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.
8. The Client understands and agrees that market commentary, news, or other information made available to the Client, is subject to change and may be withdrawn at any time without notice.

Communications

1. Unless otherwise agreed in writing, all communications shall be made in the English and Arabic language. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

2. The Client shall ensure that at all times the Company will be able to communicate with the Client or his authorized representative by telephone or email.
3. In the case where the Client's details have changed, the Client shall notify the Company accordingly in order to update its records.
4. The Client acknowledges and agrees that the Company may record all telephone conversations, internet conversations (chat), and meetings between the Client or his authorized representative and the Company and use such recordings, or transcripts from such recordings, as evidence in any dispute or anticipated dispute between the Parties. It shall be noted that the Company shall in no circumstances be held liable for not keeping any recordings and/or transcripts of such recordings where technical reasons might prevent the Company from doing so.
5. If at any time and for whatever reason the Client is unable to communicate with the Company, the Company will not be held liable for any loss, damage or cost caused to the Client by any act, error, delay or omission resulting from his inability to place any orders, to open and/or close positions.
6. The Client consents and agrees to receive any of the information, which the Company wishes to make available to the Client.

Spreads and Conditions

1. By accepting the terms of this Agreement, the Client has read, understood and accepted the information under the Spreads and Conditions available on the Company's Website, in which all related spreads, charges, margin, interest and other rates are explained.
2. The Company reserves the right to amend all such spreads, charges, margin, swaps and other rates. The Client shall be notified accordingly of such amendments and shall be solely responsible for reviewing these amendments prior to and after placing any orders and/or instructions to the Company.
3. The Company is entitled, but shall not in any circumstances be obliged, to convert any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency.
4. Whenever the Company conducts currency conversions, at such reasonable rate of exchange as it selects. The Company shall may be entitled to add a mark-up to the exchange rates.
5. The Company may share commissions and charges with its associates, Affiliates or other third parties or receive remuneration from them in respect of Contracts entered into by the Company. Details of any such remuneration or sharing arrangement will not be set out on the relevant Trade Confirmations. The Company (or any associate) may benefit from the commission, mark-up, mark-down or any other remuneration where it acts as the Counterparty to a Contract.

6. The Company may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with the Client). The Company may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down.
7. The Company will upon reasonable request and to the extent allowed by the applicable laws and regulations, disclose to the Client the amount of commission, mark-up, mark-down or any other remuneration paid to any Affiliate or another third party by the Company.

Margin, Collateral and Payment

1. The Client shall pay to the Company on demand sums of money by way of deposits or as initial or variation Margin as the Company may from time to time require.
2. The Client shall pay to the Company on demand such sums of money as may from time to time be due to the Company under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account.
3. The Client shall pay to the Company on demand any amount necessary for maintaining a positive balance in any and all Accounts.
4. If the Client fails to provide any Margin, deposit or another payable amount in accordance with the terms of this Agreement in respect of any transaction, the Company may terminate any Contract without prior notice to the Client and apply any proceeds thereof to the payment of any amounts due to the Company.
5. In the event that a negative balance occurs in the Client's Trading Account due to Stop Out, the Company will make a relevant adjustment of the full negative amount so the Client does not suffer the negative loss.
6. The Company reserves the right to return the funds deposited by the Client at any time with or without reasons.
7. In the event funds are incorrectly placed into your account and/ or withdrawn by you, the Company reserves the right to retrieve these funds either directly from the account in question or via any other accounts held by the account holder with the Company. In the event that there are open trades, within the account, the Company will contact the Client via email and inform the Client of the actions to remedy the situation and that any trades must be closed. Failure of the Client to comply might result in the stopping out of open positions due to insufficient funds held in the account. The Company will not be liable for any loss either direct or indirect to the Client if such an event occurs.

Prohibited Trading

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

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

2. The Client agrees and acknowledges that if the Company considers that the Client has been acting in any of the manners described above; the Company may at its sole discretion and without prior notice to the Client, take one or more, or any portion of, the following actions:
 - close the Client's account
 - suspend the Client's account for an indefinite period of time
 - carry out an investigation on the Client's account for an indefinite period of time
 - charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques
 - close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the account holder. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client’s related accounts in order to make up for the difference.

Chargeback

1. The Client shall have the right to file a complaint about a belief that a fraudulent transaction was committed. The Company shall then conduct an investigation to determine whether the alleged transaction was fraudulent.
2. The Company will not accept any form of fraud including but not limited to credit card fraud. The Company shall conduct full investigations and pursue all the losses it might incur under the law. The Company will conduct court proceedings and will claim any losses incurred covering all business, legal fees, research costs, human resource and loss of income.
3. The Company maintains a database of black listed users, which are banned from trading.
4. The Company shall regard any chargeback as fraudulent if the Client fails and/or neglects to assist the Company in resolving any issues associated with a specific deposit. All unnecessary chargebacks produce unnecessary costs for the Company and therefore the Company shall take the following measures:
 - When the Company detects suspicious activity regarding a deposit the respective deposit will be placed as ‘Pending’ and fraud detection checks will be performed during this time. Access to the Client’s account will be temporarily prohibited in order to reduce the Client’s exposure to risk.



- All reviews are generally completed within 24hrs; however, deposits posing a potentially higher risk of fraud might require more time as more extensive fraud detection checks will be performed by the Compliance Department of the Company. As a back-up precaution, the Company may also make direct contact with the Client. The deposit will be immediately canceled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk or does not comply with our Fraud and Security policies. The Company reserves the right to close any and/or all Client accounts with the Company. Any active orders will be canceled immediately if associated with the same fraudulent credit card and/ or account.
- Inconclusive chargebacks made against the Company will be passed to a third party agency for collection and the appropriate credit bureaus will be informed of the actions of the Client. The Client faces a risk of his credit rating being affected. In this circumstance the Company shall not negotiate a settlement of the debt and shall request a full payment. The Company will inform the local Police Department where the Client is resident and shall request all necessary actions to be taken under the applicable law of the country of residence of the Client.
- The Company reserves the right to block online trading facility of the Client and terminate his account without prior notice. The Client acknowledges that in such circumstances any profits or revenues may be seized and the Company reserves the right to inform any third party.
- The Company reserves the right to deduct the disputed amount until any form of an investigation conducted by the Company is completed.

Conflicts of Interest

1. The Company represents that it takes all reasonable steps to identify conflicts of interests between itself, including its managers and employees, affiliates, tied agents and/or any other relevant persons. The Company shall clearly disclose the general nature and/or sources of conflicts of interest to the Client before proceeding with any instruction and/or transaction of the Client. More details on the conflicts of interest are found on the Company's website. The Client acknowledges and agrees that by signing this Agreement he has read and understood the Conflicts of Interests Policy of the Company.

Inducements

1. The Company may pay and/or receive fees and/or commissions and/or any non-

monetary benefits to and/or from third parties. The Company ensures that it will only accept and/or pay such fees and/or commissions and/or any non-monetary benefits to and/or from any third parties at its own reasonable belief that such benefits will enhance the quality of the offered services to the Client. The Company ensures that such fees and/or commissions and/or non-monetary benefit do not impair the Company's duty to act in the best interests of the Client.

Affiliates (IBs)

1. The Client might conclude an Agreement with the Company through an Affiliate. The Client acknowledges and understands that the Affiliate is remunerated through a fee/commission provided by the Company under a written agreement between them.
2. This fee/commission is related to the volume of trading transactions performed by the referred Clients to the Company. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commissions or any other remuneration paid to the Affiliate, and/or any other third parties.
3. The Company charges the Clients spreads which are found on the Company's website, under 'Trading Products'. The Client acknowledges and understands that in circumstances of a Client being introduced to the Company through an Affiliate higher spreads may be applied as mark-up, as indicated in Company's website. Note that fees/commissions to the Affiliates may be paid by the Company even if mark ups are not existent. By accepting this Agreement, the Client acknowledges and confirms that he is aware that commissions based on his traded volume may be paid to the Affiliate and that mark-up may apply on the trading spread.
4. The Affiliate has the option to share a percentage of the remuneration he receives from the Company, based on the Affiliate and/or Complementary Agreement he has in place with the Company, with any Client he has referred to the Company, through the Company's Affiliate Rebate system. The Affiliate has the option to change the percentage of the Affiliate Rebate he is willing to share with a Client at any given time, without his prior consent. It is understood that the Affiliate and the Client do not maintain any form of relationship, when the referred Client has already concluded an agreement with the Company.
5. Affiliate Rebates apply only to Clients of the Company who have been introduced to the Company by Affiliates and can be applied to any trading account that the referred Client has opened with the Company
6. The Client acknowledges that Affiliate Rebates are discretionary and the Company reserves the right to terminate this offer at any time.
7. The Client acknowledges that the Affiliate is not a representative of the Company and/or



is authorized to provide any guarantees or any promises with respect to the Company or its services.

8. The Client acknowledges and understands that the Affiliate is not allowed to offer the service of Investment Advice.

Assurances and Guarantees

1. The Client assures and guarantees that the funds deposited with the Company, belong to the Client and are free of any lien, charge, pledge or another impediment.
2. The Client assures and guarantees that the funds are not direct or indirect proceeds of any illegal act or omission or product of any illegal activity and He acts for himself and is not a representative or trustee of a third person unless he otherwise agreed between the Parties in writing.
3. The Client guarantees the authenticity and validity of any document sent to the Company during the account opening process and throughout the business relationship with the Company.

Indemnity and Limited Liability

1. The Client shall indemnify the Company and keep the Company indemnified at all times against all losses, expenses, costs, and liabilities of any kind or nature which may be suffered or incurred by the Company:
 - As a direct or indirect result of any failure of the Client to perform any of his obligations under this Agreement
 - In relation to any instruction given to the Company by an authorized representative of the Client
 - In relation to any instruction, which appears to the Company to be given by an authorized representative of the Client
 - Where the Client and/or the authorized representative of the Client and/or any person which appears to the Company to be an authorized representative of the Company, has provided false and/or misleading information for any transaction
2. This Indemnity shall survive the termination of this Agreement.
3. The Company shall not be liable for:
 - any loss, expense, cost or liability of any kind or nature suffered or incurred by the Client unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement

- any acts or omissions of an authorized representative or a person which appears to the Company to be an authorized representative of the Client which provides the Company with false and/or misleading information of the Client's instructions unless such acts or omissions were the result of the Company's gross negligence and/or fraud on behalf of the Company
- any loss of opportunity that results in a reduction in the values of the Client's transactions, regardless of the cause of such reduction, except to the extent that the reduction occurred as a direct consequence of the Company's deliberate actions or omissions
- any loss caused by actions of the Company, within the limits of realization of its rights, stipulated in these Terms
- any loss or expense incurred by the Client in connection with any error and/or failure and/or delay in the operation of the Trading Platform

Acknowledgement

1. The Client acknowledges that he has read, understood and accepted the present Agreement, and all other legal documentation available on the Company's website (the "Terms and Conditions", the "Privacy Policy", the "General Risk Disclosures", the "Complaint Handling Procedure", the "Order Execution Policy", the "Risk Disclosures for Financial Instruments" and the Summary of "Conflicts of Interest Policy" as amended from time to time). The Company shall notify the Client of any changes in the legal documentation of the Company and the Client shall be solely responsible for making him familiarized with such changes.
2. The Client further acknowledges and understands that:
 - the Company's relationship with him will be governed by the Terms and conditions of this Agreement and the "Terms and Conditions" available at the Company's website as amended from time to time
 - that any market recommendation and any information communicated by the Company does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by the Company to be reliable, may be based solely on a vendor's opinion (such as a third party market analysis provider) and that such information may be incomplete and may be unverified and unverifiable. The Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client
 - the Company reserves the right to change the specification of a Trading Account and publish any changes made to a specific trading account type on the relevant page of its Website

- that the Company's official language is the English Language

Risks

1. The Client acknowledges, recognizes and understands that trading and investments in leveraged as well as non-leveraged Contracts is:
 - highly speculative
 - may involve an extreme degree of risk
 - is appropriate only for persons who, if they trade on margin, can assume the risk of loss in excess of their margin deposit
2. The Client acknowledges, recognizes and understands that:
 - because of the low margin normally required in margined transactions, price changes in the underlying asset may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit
 - certain market conditions may make it difficult or impossible to execute orders at a stipulated price
 - when the Client directs the Company to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk
 - The Company does not and will not provide any trading advice to the Client. The Client acknowledges that the Company and/or its employees and/or associates and/or representatives provide mere recommendations or suggestions and will not be held liable for any losses incurred by the Client in relation to such recommendations and/or suggestions
 - The Company shall not conduct any continuous monitoring of the transactions already entered into by the Client. The Company cannot be held responsible for transactions developing differently from what the Client might have presupposed and/ or to the disadvantage of the Client
 - guarantees of profit or freedom from loss are impossible in investment trading
 - The Company shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services
 - Trading on CFDs in crypto currencies is not appropriate for all Clients. The Client hereby acknowledges and understands that in order to be able to trade with crypto currencies he must possess the necessary knowledge and expertise and understand the specific characteristics and risks related to these products
 - Trading on CFDs in crypto currencies involves a high risk of losing all the invested capital as crypto currencies values can fluctuate and may result in significant loss over a short period of time

Force Majeure Event

1. The Company shall not be liable to the Client for any circumstances arising beyond its reasonable control i.e. force majeure events. Such force majeure events shall include without limitation:
 - any technical difficulties such as telecommunications failures or disruptions, non-availability of the Company's Website e.g. due to maintenance downtime
 - declared or imminent war, revolt, civil unrest
 - catastrophes of nature
 - statutory provisions, measures taken by authorities
 - strikes, lock-outs, boycotts, or blockades
 - a force majeure event which occurred due to any natural, technological, political, governmental, social, economic or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction
 - instances of illegitimate actions against the Company's servers that maybe outside the control of with the Client or the Company
2. If the Company determines, in its reasonable opinion that a force majeure event has occurred; under such circumstances, the Company shall take all reasonable steps in order to inform the Client.
3. If the Company determines that a force majeure event has occurred, without prejudice to any other rights of the Client under the Agreement, may:
 - Increase margin requirements
 - increase spreads
 - decrease leverage
 - close out, in good faith, any open positions at a price that the Company considers reasonable
 - request amendments to any closed positions
 - suspend the provision of the Services to the Client
 - amend any of the terms of the Agreement on the basis that it is impossible for the Company to comply with it
 - suspend or modify the application of any or all terms of the Agreement where the Force Majeure Event makes it impossible or impractical for the Company to comply with them
 - take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients



Term

1. This Agreement shall come into force on the Commencement Date of this Agreement and shall remain in full force and effect until it is terminated by either Party.

Termination

1. The Client relationship shall remain in full force until terminated.
2. The Company may terminate this Agreement with immediate effect if it provides to the Client a written notice of termination by email and/or facsimile. The Company is under no obligation to provide any reasons for the termination of its business relationship with the Client.
3. Either party has the right to terminate the business relationship immediately by giving written a notice to the other. Termination will not affect any accrued rights.
4. The Company may terminate this Agreement with immediate effect without notice in an event of Default of the Client.
5. In case the Client involves the Company directly or indirectly in any type of fraud, the Company reserves the right to reverse all previous transactions which place the Company's interest and/or any of its Clients interest at risk before terminating cooperation with the respective Client. The Company will use its best judgment to determine the existence of fraud.
6. Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Positions or any legal rights or obligations which may already have arisen under the Agreement or any transactions and deposit/ withdrawal operations made there under.
7. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including without limitation:
 - all outstanding costs and any other amounts payable to the Company
 - any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm
 - any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf
 - any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement
 - any damages which arose during the arrangement or settlement of pending obligations

8. Once notice of termination of this Agreement is provided to the other Party or upon termination (when a notice is not required) the following will apply:
 - the Client will have an obligation to close all his open positions. If he fails to do so, upon termination, the Company has the right to close any open positions
 - the Company will be entitled to cease to grant the Client access to the Platform or may limit the functionalities the Client is allowed to use on the Platform
 - the Company will be entitled to refuse to open new positions for the Client
 - the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement
9. Upon Termination:
 - the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances
 - the Company reserves the right to close the Client Account(s)
 - the Company reserves the right to convert any currency
 - the Company may close out all or any of the Client's open positions at current Quotes
 - if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any authorized representative of the Client to pay any applicable amounts. Such funds shall be delivered to the Client in accordance with his instructions

Amendments

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