

TERMS AND CONDITIONS FOR THE SERVICES OFFERED BY THE COMPANY

Colmex Pro Ltd (hereinafter called the "Company" or "Colmex Pro") is a financial services Company incorporated and registered under the laws of the Republic of Cyprus under Certificate of Registration No. 260064, having its registered office at 8 John Kennedy Street, Kanika Enaerios Complex, Iris House, office 440C-D, 4th floor Limassol, Cyprus, (contact number + (357) 25-030036, Email: info@colmexpro.com), having been granted a license from the Cyprus Securities and Exchange Commission (hereinafter called —"CySEC") (license No. 123/10) to provide the Investment Services covered in this agreement, wishes to provide Investment Services through its highly developed electronic system via Internet.

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

The Client hereby acknowledges that he/she has read, understood and accepted the information loaded on the Company's domain (website) www.colmexpro.com (hereinafter called "the main website") clearly and publicly stated, available to all Clients and which includes the Legal Information/Documentation, including the General Risk Disclosure, Conflicts of Interest Policy, the Order Execution Policy, the Client Categorization, Investor Compensation Fund and the Contract Specifications. The Legal Information/Documentation mentioned above, including the General Risk Disclosure, Conflicts of Interest Policy, the Order Execution Policy, the Client Categorization, Investor Compensation Fund and the Contract Specifications, forms an integral part of this agreement and by accepting these Terms and Conditions the Client accepts the Legal Information/Documentation uploaded on the Company's website. The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to Clients and prospective Clients in any language other the English language. The Client accepts and understands that the Company's official language is the English language and should always read and refer to the main website for all information and disclosures about the Company and its activities.

The Client by completing the Investor's Questionnaire (as part of the Trading Account Application), which informs the Company regarding the Client's Identity and Investment Profile, available on the Company's main website, accepts the following terms and conditions. Then subject to the Company's final approval and upon first funding of his account, as per paragraph 13.1, the Client enters into a legal and binding agreement with the Company as any agreement between the Company and its Clients and the procedure to be followed, is governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 implementing the EU directive 2002/65/EC, under which signing the Agreement is not required and the agreement has the same judicial power and establishes the same rights, duties and responsibilities as a regular agreement signed between both parties. In case a Client wishes to have a printed agreement, duly signed and stamped by the Company, the Client must send 2 signed copies of the Agreement to the Company, stating his postal address and a copy will be sent back to that address.

1. DEFINITIONS – INTERPRETATIONS

In the agreement, unless the context otherwise requires, the following words shall be construed as follows:

Definitions - Interpretations related to Securities and related products

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

Account Status: Client's account status (open, inactive or closed)

Average cost: average cost of opened or closed transaction/trade.

Balance – the sum in a sub-account of the Client after the last transaction made within any period of time.

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

Base Currency: US Dollars

Bid and Ask: (bid and offer) the price of the Financial Instrument from the side of the sellers and the buyers.

Buy (go long): open new trade on Financial Instrument or add additional number of chosen Financial Instrument into existing open long trade or Realize part or all of the specific opened trade, or Closing Short Trade, in full or in part.

Client's Account: the special personal account for internal calculation and customer deposits, opened by the Company in the name of the Client (also called as Trader). The Terms and Conditions for the Services Offered by the Company may use the word sub-account, trading account, brokerage account or Client account interchangeably, which all have the same meaning and apply to all such sub-accounts held under the name of the Client.

Contract Specifications: The specific commercial terms or plan chosen by the Client from those offered by the Company, subject to the Company's authorization.

Current BP: Client's available buying power for the current trading day.

Equity: provided part of the Client's sub – account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula: $\text{Balance} + \text{Profit} - \text{Loss}$. These are the funds on the Client's sub-account reduced by the current loss on the open positions and increased by the current profit on the open positions.

Equities/CFDs Buying Power ratio:

Retail Clients' standard buying power for securities: 1:4 Intraday and 1:2 Overnight

Retail Clients' standard buying power for CFDs: 1:5 Intraday and 1:2 Overnight

The buying power for CFDs might be amended in the Client's best interests and/or according to the Company's judgment and sole discretion.

Financial Instruments (Trading Tools) – Equities, Futures, Options, CFDs and other financial instruments available for trading.

Level 1- Basic quote of the Bid / Ask prices at a current time.

Level 2- Depth of the market as the "Level 2" which provides further available Bid/Ask quotes from the Major Brokerage firms, ECNs (Electronic Communications Network) and other traders, investors and financial institutions.

Leverage: The Company defines the leverage that the Client/Trader can use on his account as a Buying Power ratio.

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

1. (Cash account type 1:1) means that the Client's daily buying power is equal to the Client's account Equity.
2. (Leverage account type 1:2) means that the Client's daily buying power is two times bigger than the Client's account Equity.
3. (Leverage account type 1:4) means that the Client's daily buying power is four times bigger than the Client's account Equity.
4. Up to 20 (Leverage account type 1:20) means that the Client's daily buying power is up to twenty times bigger than the Client's account Equity.

Open BP: buying power in the beginning of current trading day

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

Order: the request for transaction execution

Over Night BP: Client's buying power during the night

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

Realized: realized profit or loss of the trade on the current trading day

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

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

Sell: realize/close opened long trade on specific Financial Instrument.

Short: Selling short trade or add additional number of chosen Financial Instrument into existing opened short trade.

Spread: difference between the buy price (rate) and the sell price (rate) of the Financial Instrument at the same

moment.

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

Tickets: number of transactions made during the trading day

Transaction – any type of transaction affected in the Client's trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Client or an authorized representative.

Unrealized: unrealized profit or loss of the trade on the current day

Withhold BP: the opened amount that Financial Instrument withholds from the daily Opened Buying Power

Definitions – Interpretations related to FX and related products

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

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

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

Base Currency – the first currency in currency pair

Client Account – the special personal account for internal calculation and customer deposits, opened by the Company in the name of the Client. The Terms and Conditions for the Services Offered by the Company may use the word sub-account, trading account, brokerage account or Client account interchangeably, which all have the same meaning and apply to all such sub-accounts held under the name of the Client.

Close Position - deal of purchase (sale) covered by the opposite sale (purchase) of the contract.

Contract Specifications – each lot size as well as all necessary trading information concerning spreads, margin requirements etc., as determined in the Company's main website.

Equity – provided part of the Client's sub – account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula: $\text{Balance} + \text{Profit} - \text{Loss}$. These are the funds on the Client's sub – account reduced by the current loss on the open positions and increased by the current profit on the open positions.

Floating Profit/Loss – unrealized profit (loss) of open positions at current prices of the underlying currencies, contracts or stocks, equity indexes, precious metals or any other commodities available for trading.

Free Margin – funds not used as the guarantee to open positions, calculated as: $\text{Free Margin} = \text{Equity} - \text{Margin}$

Lot – a unit measuring the transaction amount, equal to 100.000 of base currency (i.e. 1 lot = 100.000 of base currency).

Margin – the necessary guarantee funds to open positions, as determined in the contract specification.

Margin Level – index characterizing the account, calculated as: $\text{Equity}/\text{Margin}$.

Open Position – deal of purchase (sale) not covered by the opposite sale (purchase) of the contract.

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

Order – the request for the transaction execution.

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

Spread – difference between the purchase price ASK (rate) and the sale price BID (rate) at the same moment.

Storage Swap – the funds withdrawn or added to the Client's account for the prolongation (transfer) of open position to the next day.

Stop – out level/Margin Call – such condition of account when the open positions are forcedly closed by the Company at current prices.

Transaction – any type of transaction effected in the Client's trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Client or an authorized representative

Definitions – Interpretations related to Trading Benefits

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

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

*Stars Bonus can be given to the Company's client to be used solely for his/her trading activity with the Company. The Bonus will be valid for a period of one year starting from the date that the bonus was received unless otherwise agreed by the Company and the Client. The Client can withdraw the said bonus once he/she generates commission 3 times the stars bonus received, and the account was active for a year after the bonus received. If the relationship

between the Company and the Client ends before expiration of the one year period and/or if the client did not manage to generate the required commission within the abovementioned period or up until the time of the termination of the contractual relationship with the Company, the Company is authorized to charge the client's account with the full amount of the said Bonus Stars irrespective of the commission generated on his/her trading account. In case that the outstanding balance in the client's account is less than the amount given, the client will owe the Company the remaining amount.

**The 'Stars Bonus' scheme is no longer available.*

2. PROVISION OF SERVICES

2.1 The investment and ancillary services to be provided by the Company to the Client include the following:

(a) Reception and Transmission of Orders

(b) Execution of Orders in relation to transactions having as an object one or more of the following financial instruments:

i. Securities, Futures, Options, CFDs, FX or any other Financial Instruments.

ii. The Company reserves the right to offer the Financial Instrument on any underlying security it considers appropriate. The Company's main website will be the primary means of presenting the underlying security on which the Company will offer the Financial Instrument and the Contract Specifications for all and each of them. The Company reserves the right to modify the main website at any time and the Client agrees to continue to be bound by this agreement and the modified **Contract Specifications**.

(c) Foreign Exchange Services provided these are connected with the provision of Investment Services.

(d) Safekeeping and administration of financial instruments for the account of Clients, including custodianship and related services such as cash/collateral management

(e) Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments

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

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

The Client agrees and acknowledges that he is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he shall not rely, for this purpose on the Company. It is also understood and accepted that the Company shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

2.4 Assessment of appropriateness

The Company when providing investment services to the Client, requests the Client and the Client undertakes to provide the Company with information regarding his knowledge and experience in the investment field relevant to the specific type of product or services offered so as to enable the Company to assess whether the investment service or product envisaged is appropriate for the Client.

The information provided by the client regarding his knowledge and experience should include the following to the extent appropriate to the nature of the client, the nature and extent of the service to be provided and the anticipated type of product or transaction, including their complexity and risks involved:

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

The above information regarding the Client's knowledge and experience is provided to the Company by the Client by completing the Investor's Questionnaire. The Company is entitled to rely on the information provided by the Client unless it is aware or ought to be aware that the information is manifestly out of date, inaccurate or incomplete. In case the Client elects not to provide the information regarding his knowledge and experience or provides insufficient information, the Company hereby warns the Client that such a decision will not allow the Company to determine whether the investment service or financial product envisaged is appropriate for the client.

2.5 The Client is informed that for any orders placed with the Company, the Company acts as a Principal or an Agent on the Clients behalf. Client's orders are executed against the proprietary capital of the Company or via third party broker(s). In cases where the Company acts as an Agent on the Client's behalf, the Company's execution venue is Over the Counter (OTC) market, represented by licensed brokers within the EU or equivalent countries for Meta Trader 4 platform, and in case of Equity accounts - Regulated Market. Detailed information about the order execution of the Company is provided in the Order Execution Policy which is an integral part of these Terms and Conditions.

2.6 The Company's operations time for Securities and CFDs on securities is every trading day (Monday, Tuesday, Wednesday, Thursday and Friday) from 9:30 - 16:00 NY time, regular trading hours, relatively to the stock market timing in NY. The Client shall have the option to trade on the pre-market (8:00 - 9:30) and after-market hours (16:00 – 18:30) NY time, depending on the trader's configured execution routes he will be using that allows pre-market and after-market hours trading. Additional fees will apply for pre-market and after-market hours trading according to the Company's contract specifications. The Client acknowledges that there are special risks in trading securities during the pre-market and after-market hours. For more details, please see Risks of Trading Pre-Market and After-Market hours under the General Risk Disclosure section of our website. Please note that the normal daily opening time for trading, may be postponed, due to market conditions. The Company's operations time for **Forex and related products** is round – the – clock from Sunday 22.05GMT (Greenwich Mean Time) to Friday 21.30 GMT (Greenwich Mean Time). Non-working periods: from Friday 21.31 (Greenwich Mean Time) to Sunday 22.04 (Greenwich Mean Time). Holidays will be announced through the main website or/and by email.

3. CLIENT'S CATEGORISATION

3.1 The Client by accepting these Terms and Conditions acknowledges and agrees that he will be automatically categorized by the Company as a Retail Client. If, however, the Client wishes to be re-categorized as a Professional Client or Eligible Counterparty, then the Client must inform the Company in writing, clearly stating such a wish. The final decision for changing or not the Client's categorization will be made by the Company.

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

4. ASSURANCES, GUARANTEES AND COVERAGE

The Client states, affirms and guarantees that:

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

The Client agrees and understands that the Company reserves the right to refund / send back to the remitter (or beneficial owner) any amounts received under sections i. and ii. of this paragraph, if the Company does not accept sufficient proof that these amounts are not, directly or indirectly, proceeds of any illegal act or omission or product of any criminal activity and/or belong to a third party and the Client has not produced sufficient excuse for that, and consents that the Company may reverse any or all types of previous transactions performed by the Client in any of his trading accounts and terminate the agreement under paragraph 14.4. The Company reserves the right to take any legal action against the Client to cover itself upon such an event and claim any damages caused to the Company by the Client as a result of such an event.

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

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

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

The Company reserves the right, at its discretion, to revoke any existing and previously accepted Power of Attorney between any Client and his/her authorized representative when the Company considers such revocation to be necessary and appropriate and may reverse any relevant transactions between them in order to restore the affected Trading Account balance.

The Company warns the client that leveraged products are of a high risk and the client can lose all or even more than the invested capital. For CFDs and Forex the Company provides 'negative balance protection', therefore the client cannot lose more than the total invested amount.

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

5. ELECTRONIC TRADING

By signing this Agreement, the Client is entitled to apply for access codes, within the Company's electronic systems, in order to be able to give orders for the purchase or sale of Financial Instruments with the Company, through a compatible Personal Computer of the Client, connected to the internet. The Client acknowledges and understands that the Company reserves the right, at its discretion, to terminate the Client's access to the Company's electronic systems or part of them in order to ensure the effective and efficient operation of its systems and protect the interests of all its Clients and its own. In such cases, the Company may close any or all trading accounts of the Client under paragraph 14.3.

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

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

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

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

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

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

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

(1) a result of the Client's failure to keep the Trading Platform software provided to the Client up to date with all necessary updates and upgrades;

(2) caused by any other mechanical, software, computer, telecommunications or other electronic systems failure outside of the control of the Client or the Company.

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

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

The Company is not an Internet Service Provider nor is responsible for any electricity failures that prevent the use of the system and cannot be responsible for not fulfilling any obligations under this agreement because

of the internet connection or electricity failures. In the case of such electricity / communication/ Internet failures and If the Client wishes to execute a position, the client must telephone our operators on the phone line +357 25-030036 and give them verbal instructions. The Company reserves the right to decline any verbal instructions in cases where its telephone recording system is not operational or in cases where the Company is not satisfied of the caller's/Client's identity or in cases where the transaction is complicated and reserves the right to ask the Client to give instructions by other means.

Abusive trading techniques

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

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

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

If any of the above mentioned abusive trading techniques are identified within Clients' trading account and the Company can reasonably demonstrate that a client deliberately and /or systematically exploited or attempted to exploit weaknesses or errors in Company's systems, the Company reserves the right to: (i) adjust the price spreads available to the Client; (ii) restrict or delay Clients execution and/or access to streaming, instantly tradable quotes, including by providing manual quotations only; (iii) reclaim from the Client's account any historic trading profits that the Company can demonstrate have been gained through such abuse at any time; and/or (iv) terminate the account immediately by giving written notice as per clause 14.4 of this Terms and Conditions.

6. ORDERS - INSTRUCTIONS

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

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

The Client has the right to authorize a third person to give instructions and/or orders to the Company or to handle any other matters related to this agreement, provided that the Client has notified the Company in writing, of exercising such a right and that this person is approved by the Company fulfilling all of Company's specifications/requirements for such service. Unless the Company receives a written notification for the

termination of the said person's authorization, the Company will continue accepting instructions and/or orders given by this person on behalf of the Client and the Client will recognize such orders as valid and committing. The above written notification for the termination of the authorization to a third party has to be received by the Company with at least 2 days' notice. Once the Client's instructions or Orders are given to the Company and are sent for execution, they cannot be revoked. Only in exceptional circumstances the Company may allow the Client to revoke or amend the relevant instruction or Order. The Company has the right to proceed to a partial execution of the Client's Orders.

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

6.3 The Client, using electronic access, can give only the following orders of trading character:

Securities and CFDs on securities: Buy Order (Long Position) in Market price, Short Order in Market Price, Sell Order in Market price (close a long position partially or fully), Buy Order using price Limit, Short order using price Limit, Sell Order using price Limit (close a long position partially or fully), Cover a Short position with price limit, Stop Loss Order (to protect an opened position using a future sell command), Stop Market Orders, Stop Limit Order, Stop Range Order (to protect an open position by placing a future sell command which will be executed in case of either earning or losing, available only on ARCAS ECN route), GTC - Good Till cancel, (orders waiting for execution outside the trading hours, managed by market makers available only with NITE and SBSH route).

Forex and related products:

- i. OPEN – to open a position;
- ii. CLOSE – to close an open position;
- iii. To add, remove, edit orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop.

Any other orders are unavailable and are automatically rejected. After an order has been executed, it cannot be cancelled by the Client.

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

Pending or Stop Orders are, by default, valid till the end of the trading day unless the Client requested the Stop Order to be GTC (good till cancel) with a route that allows it.

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

6.5 The Company reserves the right to change the opening/closing price (rate) and/or size and/or number of the related transaction (and/or the level and size of any Stop Limit, Stop Market or Stop Range order) in case of any Financial Instrument becomes subject to possible adjustment as the result of any event set out in Paragraph 6.7

below (hereinafter called a —Corporate Event). This operation is applied exclusively to securities and has a meaning to preserve the economic equivalence of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event. All actions of the Company regarding such adjustments are conclusive and binding upon the Client. The Company shall inform the Client of any adjustment as soon as reasonably practicable.

6.6. The Client will not be entitled to interest and/or dividends and/or any voting rights and/or any other rights in connection to the securities and/or funds in the Company's or Client's Account. The Client will only be entitled to the redemption of Client's Equity. It is hereby clarified that the Company withholds the above-mentioned dividends in order to cover expenses for custodianship and other expenses. **In some jurisdictions, a client may ask the Company to receive dividends received from "long" positions in Equity accounts. Receiving dividends is subject to a handling fee, set forth in the Contract Specifications document under Corporate Action Fee.**

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

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

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

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

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

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

to execute such an order at the stipulated price.

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

6.11 Margin account conditions

Margin level

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

For Clients trading CFDs on securities: if the Client's equity is equal or falls under \$500 ("Minimum Client's Equity") the Company has the right to change the Client's account from Margin account to Cash account, in this case the Client's Buying Power shall be equal to the Client's Equity. In addition, if the Client's equity falls below \$150 ("Trading Suspension Equity"), the Company shall have the right to close all of the Client's positions at market price and close the Client's account. It is clarified that the Company is under no obligation to do so.

For Retail Clients trading Forex and related products: at Margin level of 50% the Company has a discretionary right to close part or all of the Client's position(s). If the Margin level is equal or less than 10%, the Company will automatically close all positions at market price.

Despite what is mentioned in paragraph 6.11., the Company reserves the right, any time and without prior notice to the Client to impose stricter requirements/conditions or to refuse to permit trading on margin.

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

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

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

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

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

The Company retains absolute discretion to determine whether, when and in what amounts it will require additional collateral. In some situations, the Company may find it necessary to require a higher level of equity

in the Client's account. For example, the Company may require additional collateral if an account contains:

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

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

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

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

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

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

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

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

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

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

6.15 **Securities and CFDs on securities:** The minimum volume of the transaction is one share or one unit of Financial Instrument. A possible choice of a leverage rate, according always to the account type generally ranges from 1:1 up to 1:5, at the discretion of the Company. At the opening of a Client trading account, the leverage rate is predetermined according to the type of account chosen. The Client may request for a lower leverage to be applied to his trading account by contacting the Company. The Company reserves the right to

change the Client's trading account leverage at its discretion, either for a limited time period or on a permanent basis, by informing the Client by oral or written notice. The Company's Risk Management Department is monitoring the Clients account leverage on a continuous basis, and, in case where account remains excessively leveraged after the trading hours, the Company has the right to close part or all of the Client's open positions. The cost related to such an adjustment in the Clients account shall be payable by the Client. The Company is committed to putting its best efforts to inform the client beforehand of such an adjustment either by phone, email or SMS message. At the Company's discretion, the Client may benefit of a higher intraday buying power.

Forex and related products: The 1 (one) standard lot size is the measurement unit specified for each Financial Instrument traded in the Electronic Trading Platform. The Company reserves the right to change the Contract Specifications at any time depending on the market situation. The Client agrees to check the full specification of the Financial Instrument before placing any order. The minimum volume of the transaction is 0.01 lot. A possible choice of a leverage rate, according always to the account type, ranges from 1:1 up to 1:30 depending on the type of the account and at the discretion of the Company. At the opening of a Client trading account, the leverage rate is predetermined according to the type of account chosen. The Client may request for a lower leverage to be applied to their trading account by contacting the Company. The Company reserves the right to change the Client's trading account leverage at its discretion, either for a limited time period or on a permanent basis, by informing the Client by oral or written notice. The Company's Risk Management Department is monitoring the Clients account leverage on a continuous basis, and, in case where account remains excessively leveraged after the trading hours, the Company has the right to close part or all of the Clients open positions. The cost related to such an adjustment in the Clients account shall be payable by the Client. The Company is committed to putting its best efforts to inform the client beforehand of such an adjustment either by phone, email or SMS message.

6.16 **For Forex and related products** the level of the swap rates may vary in size and change depending on the level of interest rates. The Company reserves the right to change the swap value applicable to the Financial Instruments. The Client agrees to check the swap rate of the financial instrument which can be seen in the Company's trading platform before placing any order. From Friday to Monday swaps are calculated once. From Wednesday to Thursday swaps are calculated in triple size.

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

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

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

7. REFUSAL TO EXECUTE ORDERS

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

- i. Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Financial Instruments, constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legislation of proceeds from illegal acts or activities (money laundering); affects or may affect in any manner the

reliability or smooth operation of the Electronic Trading Platform;

- i. Whenever the Order concerns the purchase of any Financial Instrument but there are no available cleared funds deposited with the Company and/or in the Bank Account (as in Paragraph 9 below) to pay the purchase price of the relevant Financial Instrument and all the charges relating to the said Electronic Trading Platform.

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

The Company is not obliged to give reasons or notice as to the reasons for suspending, declining or cancelling Client's orders or instructions. Moreover, in the event that the Company does decide to suspend or cancel an instruction, such will not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or his assets.

7.2 The Client declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company taking action in relation to Paragraph 7.1 above.

8. SETTLEMENT OF TRANSACTIONS

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

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

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

8.3 In the case where the Client is able to have an online statement for his sub-account on a continuous basis, then the Company is considered as having fulfilled its obligations under Paragraph 8.2 above and any objections of the Client shall be valid if received by the Company in writing within 2 working days from the transaction under objection.

9. CLIENT'S ACCOUNTS

9.1 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services as in Paragraph 2, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in a segregated account for the purpose of keeping the Clients' funds with any bank or other institution which the Company shall specify from time to time ('the Bank Account').

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

9.3 Unless the Parties otherwise agree, in writing, any amount payable by the Company to the Client, shall be

paid directly to the Client.

9.4 Upon signing the Agreement, the Client must deposit a minimum deposit of \$3000 for trading Securities, \$2000 for trading CFDs on securities, Forex and related products, as may be defined by the Company from time to time (the "Deposit"). The Client may make additional deposits with the Company thereafter. The aggregate amount of all such deposits, including the initial Deposit, and any net trading profits held by the Company from time to time is the "Client's Equity". The Client will bear any and all Trading Loss resulting from his trades even if such Trading Loss exceeds the Trader's Equity.

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

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

9.7 Money transfer request (withdrawal from trading account) shall be processed by the Company on the same day of receiving from the Client the withdrawal request form if the said form is sent until 14:00 (CY time), however if the form is sent after the specified timeframe, the request will be processed on the next working day. Please note that bank transfer might take 3 working days. Then the transferring amount reduces the balance of the Client's sub-account on the day the transfer request is processed. The Company reserves the right to decline a withdrawal request if the request is not in accordance with Paragraph 9.10 or delay the processing of the request if not satisfied on full documentation of the Client. A request may be refused if the Client has not sufficient funds in his Trading Account or the open positions use the funds in the account as collateral or security.

9.8 The Client agrees to pay any incurred bank transfer fees when withdrawing funds from his sub- account to his designated bank account. The Client is fully responsible for payment details, given to the Company and the Company accepts no responsibility for the Client's funds, if the Client's given details are wrong. It is also understood that the Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts. The Company will not be liable for any default of a Bank.

9.9 The Client agrees that any amounts sent by the Client, or on the Client's behalf, to the Company's Bank Accounts held on behalf of clients, will be deposited to the Client's trading account at the value date of the payment received and net of any charges / fees charged by the Bank Account providers¹ or any other intermediary involved in such transaction process. Deposits not made in US Dollars will be exchanged to US dollars according to the bank check exchange rates. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's trading account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received. It is also understood that the Company bears no responsibility for any funds not deposited directly into Company's bank account.

9.10 Withdrawals should be made using the same method used by the Client to fund his trading account and to the same remitter. When the Client withdraws funds, it is the Company's standard practice to send the money back to the Client in the same currency the money was originally deposited thus, the requested amount will be exchanged from US dollars according to bank check exchange rates. The Company reserves the right to decline a withdrawal with specific payment method and suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. If the Company is not satisfied with any documentation provided by the Client will reverse the withdrawal transaction and deposit the amount back to the Client's trading account net of any charges/fees

¹ Clients who deposit to CFD trading account are eligible for Bank fees refund up to 50 USD. If Bank fees are greater than 50 USD, then the whole amount of the fees will be deducted from the deposited funds.

charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process. The client will be charged with an additional amount of \$40 (30 EUR for euro-based accounts) per withdrawal for operational charges. For the first withdrawal request of each month, which is less or equal to \$500 (five hundred US Dollars), the client will not be charged for operational charges of \$40 (30 EUR for euro-based accounts). Finally, the Company reserves the discretionary right to transfer the specified funds in the Local Currency of the receiving Bank.

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

9.12 The Client agrees that in case of such negative balance in the equity trading account(s) of the Client, the Company can transfer such an amount from any other trading account of the Client to that account to cover the negative balance. Furthermore, it is understood and accepted by the Client that in case there are no sufficient amounts to cover the negative balance, the Company reserves the absolute right to terminate this agreement with 24 hours' notice, through internal mail and/or claim from the Client the amount of negative balance and any expenses it might occur.

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

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

10. COMPANY'S FEES

10.1 The Company is entitled to receive fees from the Client for its Services provided as described in the Agreement as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said Services. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees and the Client will be informed accordingly.

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

10.3 The Company shall have a lien on all the amounts which are deposited in the accounts stated in Paragraph 9 above and on statements of Financial Instruments of the Client, to the extent that there are remaining amounts due by the Client to the Company. Before the exercise of the said right, which doesn't need the Client's consent, the Company shall give the Client notice stating its intention to exercise the lien, as well as the deadline upon the expiry of which the Company shall exercise the said right.

10.4 In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the accounts of the Client stated in Paragraph 9 above with the said amount and/or liquidate in the name of the Client any of the Client's Financial Instruments in view of covering the

aforementioned amount.

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

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

10.6 As stated above, by accepting the terms and conditions the Client has read and understood and accepted the information under the title — **CONTRACT SPECIFICATIONS** as this information is loaded on the Company's main website public and available for all Clients, in which there is information regarding commissions, costs and financing fees. The Company reserves the right to amend, at its discretion, all such commissions, costs and financing fees and proper information on such amendments will be available on the main website which the Client must review during the period the Client is dealing with the Company and especially before placing any orders to the Company.

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

10.8 Platform fee:

- i. In case of absence of any trading activity for 30 consecutive days of the Client's account, the Company reserves the right to charge a fixed payment of 55 USD (or 48 EUR for EUR based accounts) per month ("platform fee") in order to maintain the account assuming that the Client's account has the available funds. The status of the account shall be changed to inactive. The payment of the above mentioned amount will commence at the end of the 30th day of inactivity and will continue for as long as the activity in the Client's trading account is absent or low ('low' trading activity is defined as less than 5 transactions in the last 30 days in the Client's account). If the Client's account is funded with less than the amount of a platform fee and has been inactive, the Company reserves the right to charge a lower amount to cover administrative expenses and close down the account.
- ii. If the Client will not perform any trading activity or his trading activity will be of very low volume as defined above, for 30 consecutive days, or if the Trader does not hold minimum funds in his account, as defined by the Company, the Company may, subject to a notice given to the Client, close any open trade and/or the Client's access to the account and/or terminate this Agreement.
- iii. In case of absence of any trading activity for 30 consecutive days in the Client's account, the Company may cancel any trading privileges granted to the Client. In this case the Client's Buying Power may be equal to the Client's equity.

11. COMPANY'S AND CLIENT'S LIABILITY

11.1 The Company shall conclude transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or Company from whom the Company

receives instructions for the execution of the Client's Orders and/or from which transactions are carried out on behalf of the Client, unless to the extent where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

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

11.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the disposal of the Client's Financial Instruments in view of the satisfaction of any claims made by the Company or due to the non-fulfillment of any of the Client's statements and/or Orders and/or instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

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

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

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

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

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

between its internal accounts and the accounts of any third parties by whom the Clients' funds and/or financial instruments are held.

Kindly note that different fees associated with omnibus account might be applied. For more information please refer to the Company's Representatives.

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

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

12. COMPLAINTS

If the Client has any complaint about the Company's performance under this Agreement, he/she should direct the complaint to the customer service/support department at support@colmexpro.com. The customer support department will initiate the process of investigating the nature of the complaint and try to solve it. Please see our Complaint Handling Procedure for resolving customer complaints uploaded on our website (www.colmexpro.com) under '**Legal Documentation**'.

13. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

13.1 This Agreement shall take effect upon the first funding of the Client's account, provided that the Company has sent the Client written confirmation for its acceptance. The Agreement shall be valid for an indefinite time period until its termination by virtue of the provisions of Paragraph 13.

13.2 The Agreement may be amended on the following cases:

- i. Unilaterally by the Company if such amendment is necessary following an amendment of the law or of CySEC, the Central Bank of Cyprus or any other authority issues decisions which affect the Agreement. In any such case, the Company shall notify the Client of the said amendment either in writing or through its webpage and the Client's consent shall not be required for any such amendment.
- ii. In cases where the amendment of the Agreement is not required as in Paragraph 13.2(i) above, the Company shall notify the Client of the relevant amendment either in writing or through its webpage. If objections arise, the Client may terminate the Agreement within 10 business days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of the Client shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that the Client consents and/or accepts the content of the amendment.

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

the Company's disclaimers. The Company will proceed by assessing all the collected information and decide whether the client will be approved or rejected.

In exceptional cases, the Company might enable a client that did not fully complete the registration - verification process to deposit and start with the trading activity, taking into consideration that the client filled in already the application form – online registration form (including the appropriateness test and client's economic profile) and that the verification process will be completed within the next 15 days from the date of the client's first deposit. This 15-day exception falls under certain requirements and it is up to the Company's sole discretion to decide whether the client is considered to be low risk and therefore the exception might be granted. The cumulative amount of deposits during the 15 days' period, shall not exceed the €/\$2000 and deposits can only be made from a bank account (or through other means that are linked to a bank account e.g. credit card), in the name of the client. In case that such exception is granted, and the client did not manage to complete the registration - verification process, then the Company will terminate the relationship with the client immediately on the 15th day and the client's account including any open trades will be closed. Any remaining/outstanding balance shall be returned to the same venue from where the deposit was originated. The returned funds include any profits the client has gained and deducting any losses incurred. Clients that wish to deposit via other payment methods, will not be entitled for this exception. If a client that met the requirements above, deposited and started with the trading activity, but decided to proceed with a withdrawal request, then the Company will return to the client; the outstanding balance (including any profits that the client has gained and deducting any losses incurred) to the same venue from where the deposit was originated. It is noted that by implementing the said exception, the Company might decide to enforce additional enhanced due diligence measures.

14. TERMINATION

14.1 The Client has the right to terminate the Agreement by giving the Company at least seven (7) days written notice, specifying the date of termination, on the condition that in the case of such termination, all pending transactions on behalf of the Client shall be completed.

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

14.3 The Company may terminate the Agreement by giving the Client at least seven (7) days written notice, specifying the date of termination as such.

14.4 The Company may terminate the Agreement immediately without giving 7 days' notice in the following case:

- i.** Death of the Client;
- ii.** 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;
- iii.** Such termination is required by any competent regulatory authority or body;
- iv.** The Client violates any provision of the Agreement and/or in the Company's opinion, the Agreement cannot be implemented;
- v.** The Client violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
- vi.** The Client involves the Company directly or indirectly in any type of fraud.

14.5 The termination of the Agreement shall not in any case affect the rights which have arisen, existing

commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

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

14.6 In case of breach by the Client of Paragraphs 13.4v and 13.4vi., the Company reserves the right to reverse all previous transactions which places the Company's interests and/or all or any of its Clients interests at risk before terminating the agreement.

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

15. ACKNOWLEDGEMENT OF RISKS

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

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

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

- i. 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.
- ii. Some Financial Instruments may not become immediately liquid as a result e.g. of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- iii. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- iv. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- v. The Client must not invest in Financial Instruments unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses and losses incurred.

15.4 The Client acknowledges and accepts that there may be other risks which are not contained in this Paragraph 15 and has read and accepted all information under the titles — **GENERAL RISK DISCLOSURE** as this information is loaded on the Company's webpage publicly available to all Clients.

16. RELATIONSHIP BETWEEN THE COMPANY AND THE CLIENT

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

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

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

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

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

17. CONFIDENTIAL INFORMATION

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

17.2 The Company has the right, without informing the Client beforehand, to disclose such details of the Client's transactions or such other information as it may be deemed necessary in order to comply with any requirements of any person entitled to require such a disclosure by law or with any Company obligation to proceed to the said disclosure to any person.

17.3 The Company will handle all of the Client's personal data according to the relevant Laws and Regulations for the protection of Personal Data. Client's Personal Information may be stored on computed records and will

not be disclosed to any third parties, except in cases where the Company is permitted or requested to do so;

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

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

18. NOTICE

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

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

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

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

19. GENERAL PROVISIONS

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

19.2 Joint Account - If the Client is more than one person, the Client's obligations under the Agreement shall be joined and several and any reference in the Agreement to the Client shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client.

Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client. In case of contradiction between instructions given to the Company by different persons, then the last instruction received by the Company will prevail.

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

19.4 All transactions on behalf of the Client shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the

—“Laws and Regulations”) of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus and any other authorities which govern the operation of the Investment Firms, as amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Client.

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

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

19.7 The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments markets conducted by the Company, the following Terms and Conditions, and also the other information regarding the activity of the Company are accessible at the Company’s main website over the Internet — www.colmexpro.com.

20. APPLICABLE LAW, JURISDICTION

This Agreement and all transactional relations between the Client and the Company are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company’s headquarters are located. The Company, however, shall have the right, in order to collect funds owed to the Company by the Client, or to protect the Company's legal interest(s), to immediately bring legal proceedings against the Trader, in the Client's residency and according to the Client's residency applicable law.

21. TAX

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

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

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

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

22. CLIENT'S DECLARATION

The Client solemnly declares and confirms that:

- i. He/She has carefully read and fully understood the entire text of the above terms and conditions Agreement with which he/she fully and unreservedly agrees;
- ii. He/She has read and went through all information provided on the internet regarding the Company, its services, relevant fees and costs, contract specifications, general risk disclosure, Client's categorisation, investor compensation fund, conflict of interests policy, order execution policy, and has found all relevant information up to standards.
- iii. He consents and agrees to direct advertising through cold calling, either by phone or personal representation, facsimile, automatic calls, email or other phone, electronic or digital means by the Company. The Client acknowledges that the Company might use mass-emails as a way of communication with the Client, therefore the Company will not be held liable for any email that was not received by the Client due to the fact that the Client was unsubscribed/stated/declared that he does not wish to receive mass-emails. The Company has the absolute right to decide and determine the content of mass-emails. Important Information, Company's announcement and any other notification might be sent in the form of mass-emails. Colmex Pro bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the Client by the Company. Any liability lies with the Client.
- iv. He/She is over 18 and to the best of his/her knowledge and belief, the information provided in the Investor's Questionnaire and any other documentation supplied in connection with the application form, including the Non-Professional Subscriber Questionnaire which is a requirement of NASDAQ OMX (applicable to Securities and CFDs on securities trading), is correct, complete and not misleading and he/she will inform the Company of any changes to the details or information entered in the Investor's Questionnaire.
- v. He/She accepts to be notified separately in writing if the Company pays commission/fees to anyone outside the Company who introduced the Client or who acts on behalf of the Client.
- vi. He/She accepts that any orders he/she will place with the Company, the Company will act as a Principal or an Agent on the Client's behalf. Clients' orders are executed against the Company's own capital or via third party broker(s). The Company's execution venues are OTC (Over The Counter) markets.
- vii. He/She understands and agrees to the 15 days' exception and all the requirements and significances of the said procedure. The client acknowledges that the Company will decide whether he/she is entitled for the exception.
- viii. He/She consents to communicate with the Company in a durable medium other than on paper including electronic means like email or the Company's main website. In this respect the Client confirms that he/she has regular access to the internet.
- ix. He/She has chosen the investment amount, taking his/her total financial circumstances into consideration which he/she considers reasonable under such circumstances.

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

THE CLIENT

Signature: _____

Full name: _____

[ID/PASSPORT NO.] : _____

THE COMPANY

Signature: _____