Terms & Conditions

Definitions and interpretations are listed in Clauses 43 - 45 at the end of this Agreement.

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Preamble

For your benefit and protection, we strongly encourage you to carefully review this Agreement, and any other documentation provided before creating an account. If you have any questions or are uncertain about any aspect or the risks involved, please contact us for clarification.

By opening an account with ColmexPro, you acknowledge and confirm that you agree to be legally bound by this Agreement.

You can accept this Agreement on our Website by ticking the declaration confirming that you have read, understood, and agreed to it. Please note that if you do not accept this Agreement, you will not be able to open an Account with us.

Headings, capitalised letters, and any highlighted or bolded text are provided for convenience only and do not affect the interpretation of this Agreement. Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

This Agreement distinguishes between services related to **Contracts for Difference (CFDs)** and **Equities**. Please refer to the relevant Schedule for product-specific terms and conditions. General Terms apply to all products and Services of the Company.

General Terms

1. Introduction

1.1. These terms and conditions including its Schedules (the "**Agreement**") is entered by and between Colmex Pro Ltd. ("**ColmexPro**", "**Company**", "**We**" or "**Us**") on the one part and the Client (natural person or legal entity) who has completed the Application Form and has been accepted by the Company as a Client ("**Client**" or "**you**") on the other part.

1.2. ColmexPro is authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC") with license number 123/10. Our registered address is 11 Makariou III & Sissifou str. 3021, Limassol, Cyprus and we are registered in Cyprus with company number HE 260064.

1.3. ColmexPro is a Financial Counterparty (FC) with regards to European Market Infrastructure Regulation ("**EMIR**") and Markets in Financial Instruments Regulation ("**MiFIR**") with Legal Entity Identified (LEI) 213800R72FXE6691UM97 and a Foreign Financial Institution ("FFI") with regards to USA Foreign Account Tax Compliance Act ("**FATCA**") for information reporting purposes, with a Global Intermediary Identification Number (GIIN) KKD2Q8.99999.SL.196.

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2. Scope of Agreement

2.1. This Agreement includes any express consents given by you from time to time, the General Risk Disclosure, the Key Information Documents (KIDs), the Order Execution Policy, the Privacy Policy and Cookies Policy, all ancillary documents referred to therein, any amendments thereto and any additional terms and conditions issued by us from time to time (together referred to as the "**Agreement**")

2.2. This Agreement covers the entire scope of Services by us, including but not limited to, the access and use of our Trading Platform and Client Area, data collection and storage practices, downloadable material, electronic content, real-time information and any other features, content or services that we may add in the future.

2.3. This Agreement covers any form of communication between us and you including Electronic Communications, e-mail, telephone, chat and more.

3. Our Services

3.1. Under this Agreement, we may provide you with any of the following investment and ancillary services (collectively referred to as the "**Services**"):

(a) Reception and transmission of orders in relation to one or more financial instruments;
(b) Execution of orders on your behalf;
(c) Dealing on Own Account;
(d) Safekeeping and administration of financial instruments, including custodianship and related services;
(e) Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
(f) Foreign exchange services which are connected to the provision of investment services;

3.2. We provide a digital platform, accessed via a wed-based application, desktop-based application and/or mobile, for the provision of the Services in relation to the following Financial Instruments:

(a) Trading with CFDs in various Underlying Instruments – subject to the additional provisions outlined in **Schedule A**; and
(b) Investing in Equities – subject to the additional provisions outlined in **Schedule B**.

3.3. We shall provide you our Services on an execution-only basis, meaning all investment decision are taken solely by you, you alone determine your investment strategy and choices, and you are responsible for all Orders. We shall NEVER advise you on your investments, on any transaction or your trading decisions. **We shall NOT offer you any advice or recommendation regarding our Services and no information provided by us should be interpreted as such**. You should obtain your own professional advice as to whether the intended investments are suitable for you. We may provide you with factual information in relation to our products, their potential risks, or about the financial markets in general; in doing so, we shall not have assessed your individual circumstances.

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3.4. We shall not be responsible for the provision of any tax or legal advice in relation to the Services. You are solely responsible for any and all tax obligations applying to you as a taxpayer, including reporting and paying all applicable taxes, duties or other fiscal liabilities in relation to the Services. You should seek independent expert advice if in any doubt as to whether any tax liabilities apply or may occur. A Profit and Loss statement for the previous tax year is available upon request for each Trading Account for tax purposes.

3.5. We may not provide all of our Services to Clients domiciled in or have nationality of certain countries due to restrictions under Applicable Law, or restrictions under our internal policies ("**Restricted Countries**"). If you are a resident of a Restricted Country, you may be able to access only some of our Services. Restricted Countries may be changed from time to time as well as the Services that are available in a Restricted Country.

3.6. You acknowledge that we may from time to time outsource and/or partially outsource certain of the Services offered through this Agreement, to the extent as permissible by Applicable Law, to any affiliated companies of ours or third parties.

4. Your Rights and Obligations

4.1. You acknowledge that You are not permitted to open and/or operate an Account with ColmexPro on a third party's behalf, regardless of your legal relations. We reserve the right to unilaterally close any such Account that We become aware of, and We shall not be liable for any losses, damages, costs, or expenses arising from Our actions under this Clause.

4.2. You shall provide Us with such information as We require to comply with all CySEC Rules and all applicable anti-money laundering rules and regulations. You warrant that any information provided to Us by You is complete, accurate and not misleading in any respect. We reserve the right to reject applications from high-risk jurisdictions in accordance with our ongoing legal and regulatory responsibilities.

4.3. You warrant on a continuous basis that by entering into this Agreement and any Payment Instruction and/or Order under it, You will not violate any applicable regulations.

4.4. You agree not to impersonate any person or entity, misrepresent your affiliation with any individual, company, or organization, or use false information to conceal your identity from the Company. Any attempt to provide misleading or fraudulent information is strictly prohibited.

4.5. You consent to be provided with Key Information Documents ("**KIDs**") for products falling under the Packaged Retail and Insurance-based Investment Products Regulation ("**PRIIPs**") by means of our Website.

4.6. We do not provide investment advice or recommendations on Financial Instruments. You acknowledge that all trading decisions are made solely by you, based on your own judgment.

4.7. By entering into Transactions, you confirm that you have independently assessed the risks involved and have the necessary knowledge, experience, and understanding to evaluate the merits and risks

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of each Transaction. If needed, you should seek independent professional advice before making investment decisions.

4.8. You accept full responsibility for monitoring Your Account and Trading Account(s) and open positions and shall bear the risk of suffering losses from Your trading activity.

4.9. You agree to notify us immediately if you become aware of:

(a) the loss, theft or unauthorised use of your username or password or account number,
(b) the failure by You to receive a message or partial message from us indicating that an Order was received, rejected and/or executed, or
(c) any inaccurate information in your Trading Account(s) balances, statements, contract notes, records of assets or money held or transaction history.

4.10. You must ensure that your password remains confidential at all times, and you must take all responsible steps to:

(a) Stop any other person using your password,
(b) Not disclose your password to any other person, including any of our employees (whether over the telephone or otherwise),
(c) Ensure you are not overheard when contacting us by telephone, and
(d) Not leave your devices unattended whilst you are logged on to the Trading platform or Client Area.

4.11. In line with article 27(b) of the Consumer Protection Law of 2021 (75(I)/2026), as amended, due to the nature of the Services that are provided by the Company under this Agreement which depend on fluctuations in the financial market outside the Company's control, You do not have the right of withdrawal from the Agreement without incurring all applicable costs, charges and deductions based on the results of your transactions.

4.12. If you do not comply with the obligations in this clause, it may affect the way We provide our Services to You, and we may:

(a) Refuse to open an Account for you or accept your funds and/or assets,
(b) Refuse to make payments or transfer Investments from your Account,
(c) Close your Account, and/or
(d) Take any other responsible step necessary to comply with regulatory requirements.

5. Our Rights and Obligations

5.1. As a regulated entity, we are required to define and assess a target market for the investment products we manufacture, distribute, or sell to you. In our capacity as a product manufacturer and/or distributor, we will periodically evaluate these investment products and share relevant information to ensure they align with your needs. This allows us to take appropriate measures to enhance the outcomes for you as our client.

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5.2. We shall open an Account in your name in the available currency. You shall be able to use your Account for trading once you have deposited at least the minimum required amount specified in the Contract Specification section available on the Website.

5.3. We may take any action that We, in our reasonable discretion, consider desirable to ensure compliance with Applicable Laws and regulations. We shall not be liable for losses, damages or delays arising from our compliance with any statutory or regulatory requirements.

5.4. We have the right to close any Account opened for a Prospect Client which has been pending for approval for a period of over three (3) months from the date of opening.

5.5. We shall have the right to introduce new Financial Instruments and Market Hours for trading at the Trading Platform and to suspend and/or remove from the Trading Platform any Financial Instruments and Markets Hours at our sole discretion.

5.6. We shall have the right to place a "close-only" or "sell-only" limitation in the following cases immediately:

(a) Where we have a suspicion of unlawful activity,
(b) Where We have suspicions of restricted or Abusive Trading,
(c) In the event, We exercise our rights under Clause 24.3,
(d) To comply with any regulatory obligations, including where you have not provided legally required information, or
(e) We have reasonable grounds to believe that allowing You to continue trading will be detrimental to Us, You as a client, other clients of Us and/or financial markets.

5.7. We reserve the right, at our sole discretion, to close your Account, refund only your deposited funds (minus any prior withdrawals) and/or cancel all affected Orders if we have reasons to believe that you have unfairly exploited latency, incorrect price feeds, stuck feeds, or any other malfunction or technical issue within the Trading Platform.

6. Exclusion of Liability

6.1. We shall not be liable for any losses, damages, costs or expenses incurred or suffered by You under this Agreement unless arising directly from Our negligence, wilful default or fraud. In no circumstances shall We be liable for consequential loss or special damage.

6.2. Nothing in this Agreement will limit Our liability in respect of death or personal injury caused by Our negligence. You and We agree that this provision will survive any termination of this Agreement.

6.3. We shall not be held liable for any loss, cost or charge incurred resulting directly or indirectly from the exercise of Our right to place restrictions on Your Account or take any other action as provided in this Agreement.

6.4. We shall not be liable for any losses, damages, costs, or expenses incurred by the Client as a result of market conditions, execution delays, price slippage, or any Force Majeure events. Clients

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acknowledge that trading in Financial Instruments involves inherent risks, and the Company does not provide any guarantees regarding profitability or the prevention of losses. Additionally, the Company shall not be held responsible for third-party service disruptions, including those caused by Execution Venues, liquidity providers, or technology vendors.

6.5. We do not provide any warranty regarding the suitability of the products offered under this Agreement. You are solely responsible for assessing whether the Financial Instruments traded through our Trading Platform are appropriate for you. Additionally, we do not assume any fiduciary duty in our relationship with you.

6.6. You hereby agree and acknowledge that in the event of downtime of the Trading Platform, You shall waive any claims against ColmexPro of missed profits and/or claims that you would have executed an Order on a specific price during the downtime. You acknowledge that in certain circumstances there may be technical issues or faults with the Trading Platform.

6.7. You acknowledge that at our sole discretion, We can reverse or cancel any incorrect entry in the Trading Account(s), including but not limited to corporate actions, Pending Orders, executed transactions, deposits, withdrawals and similar bookings, which have resulted in direct or indirect malfunction, error or mistake.

6.8. We reserve the right to correct, reverse or cancel any erroneous entry, including any credit applied to your account in error due to technical errors, processing failures or other inaccuracies attributable to the Company. Any such amounts shall remain our property, and You shall have no entitlement to them. We may recover such amounts from your account, including by way of set-off against any funds held, and You agree to promptly return any such amounts upon request.

7. Client Acceptance and Categorization

7.1. In compliance with Applicable Laws and regulations, we are required to conduct a Know Your Customer (KYC) process to verify the identity of all Clients before providing our Services. As part of our risk-based approach, we may request various forms of identification, including but not limited to, official documents confirming your name, date of birth, and address. Additionally, we may use electronic verification tools, which could require further details, documents, or even photo or video evidence. If you are unable to satisfactorily verify your identity, or any documentation or information is found to be false, inaccurate, incorrect or incomplete, we may be unable to open an Account for you or may be required to close your existing Account.

7.2. We reserve the right to impose additional KYC requirements for Clients residing in certain jurisdictions before accepting them as Clients. Notwithstanding the aforementioned, we may request additional documentation and/or information from the Client at any time during the term of this Agreement or throughout the business relationship. Such requests are part of the Company's ongoing monitoring obligations. If the Client fails to provide the requested documentation or information, We may, at out discretion, terminate the business relationship.

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7.3. You are responsible for ensuring that all KYC documentation provided to the Company remains valid and up to date. In the event that any KYC document expires and you fail to provide updated documentation, as requested by the Company within two (2) weeks from the date of expiration, Your Trading Account(s) shall be restricted to **"closed only"** status. This means that no new trades will be permitted until the updated document is provided and verified by the Company. We further reserve the right to escalate additional measures in accordance with its compliance obligations and regulatory requirements.

7.4. For certain complex Financial Instruments, we are required to assess whether they are appropriate for you based on your knowledge, experience, and understanding of the risks involved. You will only be able to place an Order in such products if you successfully complete the required Appropriateness Test. If we determine that these products are not appropriate for you, we will inform you, and we will not proceed with executing the Order(s).

7.5. We will not accept you as a Client, nor will we commence providing our Services, until:

(a) We have successfully completed the KYC process;
(b) You have passed the Appropriateness Assessment, where applicable; and
(c) We have successfully conducted a Target Market Assessment to confirm suitability.

You will be officially considered a Client and granted full access to our Services only after we have completed our client acceptance process and you have received confirmation from us. Until that point, you will be classified as a Prospect Client, with limited access to certain areas of the Trading Platform and Client Area for evaluation purposes. During this period, you shall be bound by the terms of this Agreement.

7.6. In compliance with Applicable laws, we shall categorise our clients into three main categories: “eligible counterparties”, “professional clients” and “retail clients”. The classification intents to reflect a Client’s level of knowledge and experience in the financial markets and their ability to understand and take on the risks arising from their investment decisions, for the Company to adopt protective measures to the particularities of each category of investor. Eligible counterparties and professional clients are considered to be more experienced, knowledgeable, sophisticated and able to assess their own risk, and therefore are given a lower level of regulatory protection.

7.7. The client categorization is undertaken on the basis of objective criteria and depends on the information provided by You in the Application Form. By accepting this Agreement You accept the application of such method. Unless expressly notified to the contrary in writing, We shall treat you as a Retail Client, as required by the CySEC rules. You have the right to request for different categorisation as this is explained under Our Client Categorization Policy. If You request a different categorization and the Company agrees to such categorization, You accept that the level of protection that is afforded by CySEC Rules and other Applicable Regulations may differ. The Company does not enter into title transfer financial collateral arrangements with Retail Clients.

7.8. As a Retail Client You shall be entitled to the following non-exhaustive list of regulatory protection rights:

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(a) Receive information with respect to the provided Services,
(b) Receive the best possible result on Your Orders,
(c) Receive all the required regulatory information with regards to the execution of Your Orders,
(d) Be warned promptly when We become aware of any material difficulties with respect to the proper execution of Your Orders,
(e) To receive protection against potential losses in regards to leverage limits, negative balance and margin-close out level, where applicable and as stipulated in further detail in this Agreement, and
(f) Be entitled to compensation under the Investors Compensation Fund, as stipulated in Our Investor Compensation Fund document on the Website.

8. Orders and Instructions

8.1. You understand, acknowledge and give Your express consent to ColmexPro to execute or receive and transmit for execution Your Orders outside of a regulated market or multilateral trading facility (MTF).

8.2. You shall place Orders via the Trading Platform, after logging in with your username and password. The Order shall only be deemed to be placed by you upon our confirmation of its receipt via the Trading Platform.

8.3. We, in certain circumstances, accept Orders' instructions by recorded telephone lines, provided that We are satisfied, at Our sole discretion, of the caller's/person's identity and clarity of instructions. Orders or Transaction instructions sent via email, text, letter, voicemail over non-recorded means or in -person will not be accepted.

8.4. In case Orders are received by the Company by means other than electronically through the Trading Platform, these will be placed by the Company to the Trading Platform and processed as if they were received electronically by the Client through the Trading Platform. You accept the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through such communication channels, regardless of how they have been caused, including technical and/or mechanical damage.

8.5. We shall not be held liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by You as a result of instructions being given, or any other communications being made with the Company. You shall be solely responsible for all Orders, and for the accuracy of information sent via such communication methods using Your name and/or personal identification number. We shall not be held responsible for delays or inaccuracies in the transmission of any instruction or other information or the execution of orders due to any cause whatsoever beyond the reasonable control of the Company.

8.6. We do not accept Power of Attorney (POA) arrangements for third parties to operate Client Accounts on their behalf. You must personally provide instructions and manage you own Account.

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8.7. Once Your instructions or Orders are given to the Company and are sent for execution, they cannot be revoked. Only in exceptional circumstances We may allow You to revoke or amend an instruction or Order. The Company has the right to proceed to a partial execution of the Client's Orders.

8.8. When We execute Orders on Your behalf, We do so in accordance with our Order Execution Policy, which may be updated from time to time and to which You consent. The latest version of the Order Execution Policy is available at the Website.

8.9. Any type of Order, as described in Our Order Execution Policy, which is unavailable through the Trading Platform, will be automatically rejected. In the event that access to the Trading Platform is not possible, You may contact the Company by telephone and request the status of any Pending Orders of Yours.

8.10. Clients' Orders are processed at the "BID/ASK" prices which the Client can see in the Trading Platform, as applicable. Once a Client's Order is placed in the Trading Platform the execution process is initiated. Orders are typically executed at the prices displayed on the Trading Platform. However, due to market volatility and possible internet connection delays between the Trading Platform and Our server, the price You request and the current market price may differ during the Order confirmation process.

8.11. In case of Force-Majeure, hacker attacks or other illegal actions against the Trading Platform or the equipment of the Company, and also in case of a suspension of trade in the financial markets concerning Financial Instruments, We may suspend, freeze or close the Client's positions and request the revision of the executed Transactions.

8.12. We may, at our sole discretion, restrict or refuse to accept trading orders during the two-minute period before and after a Critical News release. This measure is intended to manage risk and ensure orderly trading during times of significant market impact.

8.13. We reserve the right, to adjust the opening/closing price (rate), size, or number of a related Transaction, as well as the level and size of any Stop Limit, Stop Market, or Stop Range order, if a Financial Instrument becomes subject to a possible adjustment due to a Corporate Action. This adjustment applies exclusively to Equities and is intended to preserve the economic equivalence of the rights and obligations of both parties immediately prior to the Corporate Action. All such adjustments are final and binding on You. We will notify You of any adjustments as soon as reasonably practicable.

8.14. In the event of a Corporate Action, We reserve the right to take one of the following actions:

(a) Close such Open Positions at the last price of the previous trading day and reopen an equivalent volume of the Financial Instrument at the first available price on the ex-dividend day. This may apply in cases such as stock splits, mergers, acquisitions, spin-offs, or other Corporate Actions that materially affect the price and liquidity of the instrument; or

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(b) Keep such Open Positions and pass all related costs and/or proceeds to You (**important notice**: for "short" Open Positions on stocks involved in Corporate Actions, We will adjust the Trading Account to reflect such costs and notify You as soon as reasonably practicable).

8.15. The Company reserves the right to adjust the terms of Transactions in response to any Corporate Action. Adjustments may include changes to the opening or closing price, size, or quantity of the related Transaction, as well as modifications to any stop limit, stop market, or stop range orders. These adjustments are intended to preserve the economic equivalence of the rights and obligations of the parties under the Transaction as they were immediately prior to the Corporate Action.

9. Refusal to Execute Orders

9.1. You acknowledge that we reserve the right, at our discretion, to refuse the execution of any Order at any time, without prior notice or explanation, including but not limited to the following circumstances:

(a) If We believe that executing the Order could involve market manipulation, insider trading, money laundering, or any activity that could affect the integrity, reliability, or smooth operation of the Trading Platform,
(b) If the Order breaches risk limits set by the Company,
(c) If the Order involves purchasing a Financial Instrument but there is insufficient Balance in your Account to cover the purchase price and any associated charges,

9.2. When calculating available Balance, We will account for any obligations You may have, including those arising from previously registered Orders that are pending execution, which will be deducted from your Balance.

9.3. We are under no obligation to provide reasons for declining, suspending, or cancelling your Orders or instructions. Any such action will not affect your obligations to us or any rights we have concerning You or Your assets. You confirm that You will not knowingly place any Order or instruction that could lead to actions as outlined above in this Clause.

10. Best Execution

10.1. In compliance with Applicable Laws, we have established an Order Execution Policy that outlines the measures we take to achieve the best possible outcome (best execution) for our Clients when executing Orders. This policy applies to all Orders placed by Clients for trading in the Financial Instruments we offer. The Order Execution Policy forms an integral part of this Agreement and is available on the Website.

10.2. You acknowledge that the execution of orders is subject to market conditions and may be impacted by factors such as liquidity constraints, price volatility, and order execution delays. The Company reserves the right to:

(a) Adjust spreads or liquidity availability based on market conditions,
(b) Decline or cancel orders as per Clause 9 above,

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(c) Impose temporary restrictions on trading during periods of high market volatility, major economic announcements, or system maintenance.

11. Conflicts of Interest

11.1. We are required, in accordance with CySEC rules, to take all reasonable steps to identify, manage, and mitigate conflicts of interest that may arise between us and our Clients, between one Client and another, or between associated persons and Clients, in the course of providing our investment services.

11.2. We have implemented policies and procedures to anticipate and address actual or potential conflicts of interest, which are detailed in the **Conflicts of Interest Policy** provided to you along with this Agreement and available on the Website. The Conflicts of Interest Policy outlines the types of conflicts that may affect our Services and explains how we seek to manage and mitigate these conflicts.

11.3. By implementing these measures, we aim to ensure that conflicts of interest are managed effectively and that your interests remain protected while using our Services. You are required to promptly notify us of any potential conflicts of interest that may affect our provision of Services, of which you are or become aware.

12. Deposits and Withdrawals

12.1. You have the right to deposit and/or withdraw funds to/from your Trading Account(s) via the methods available on your Client Area. The Company has the right to restrict the available methods at any point in time. Please note that depending on the method, there might be specific conditions for the deposit to take place. You are obligated to log in to our Client Area via your username and password before issuing a Payment Instruction. Please note that for any deposits and/or withdrawals, you are obliged to use only a bank account, card or another type of account belonging to You.

12.2. By agreeing to make a deposit, You confirm that You are depositing Your own funds for your own trading with ColmexPro. Deposits from third parties to Your Account shall not be accepted at any point in time. You should deposit funds to Your Account only after signing an agreement with Us and receiving a username and password to access Your Account.

12.3. Any deposits sent to the Company's Bank Accounts, held on behalf of Clients, will be deposited to the Client's Trading Account. Funds received in currency(ies) other than the Trading Account(s)'s currency(ies) may be subject to foreign currency exchange according to the bank's exchange rates.

12.4. You hereby agree that:

(a) We shall consider only the net amount of funds received while any costs related to transfer shall be borne by the You,

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(b) We do not bear any responsibility for any funds not deposited directly into the Company's bank account(s), and
(c) We shall not be held liable in cases where deposits are aimed to support Trading Account(s) that are on a margin call while the funds are not received/confirmed by Us.

12.5. The Company may grant credits and/or loans to Clients in order to enable them to carry out transactions in one or more financial instruments through the Company. Such credits or loans may be provided at the Company's sole discretion to Clients following assessment and evaluation of, among others, their transaction history, financial profile, risk profile and available collateral. In cases where credit is granted, any limits, applicable fees and repayment schedules are clearly communicated to the Clients at the time that the credit is granted. Clients acknowledge that any credit granted increases their financial exposure and risk and agree to repay all amounts owed to the Company as a result of the credits granted, within the agreed timeframe. The Company reserves the right, at any time and without prior notice where deemed necessary, to amend, suspend or withdraw any credit facility in the event of late payment or breach of terms, require immediate repayment, or take necessary action, including but not limited to liquidating any positions and/or use any available funds or assets held on behalf of the Client in order to satisfy outstanding obligations.

12.6. In the event that any amount received in the Company's bank account(s) is reversed by the bank at any time and for any reason, We shall immediately reverse the affected deposit from the Client's Trading Account and reserve the right to reverse any other Transaction carried out after the date of the affected deposit. It is understood that these actions may result to a negative balance in one or more of the Client's Trading Account(s) and You shall be liable to settle any outstanding negative balance in full. Negative balance protection shall not apply for CFD Trading Accounts in such cases.

12.7. Submitting a withdrawal request can be done by logging in to Your Client Area on the Website. Please note, that subject to the conditions of this Clause and the CySEC requirements, your withdrawal request shall be processed on the same day it has been received, unless the withdrawal request is received outside working hours, then it will be processed on the following working day. You shall have the right to withdraw funds from your Account up to the amount of your Balance. No payments to third parties from your Account shall be allowed. Please note that Clause 38.3 applies in exceptional cases where a withdrawal delay may be necessary due to unsettled positions following significant market selloffs.

12.8. You acknowledge that by default, the withdrawal of any portion of Your Balance will be executed via the same method and to the same source as the one we originally received the funds from. There are certain situations where an exception might be made for a withdrawal to be executed to a payment method different from the one used for a deposit, but those are subject to approval by the Company. You will be required to provide Us with all evidence requested by Us in order to verify that the new payment method is in your name.

12.9. We reserve the right to decline a withdrawal request made via a specific payment method and may suggest an alternative payment method. In such cases, the Client may be required to submit a new

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withdrawal request using the suggested method or provide additional documentation before the withdrawal can be processed.

12.10. You acknowledge and agree that the minimum withdrawal amount is $50, except where Your total account balance is less than $50. In such cases, the full amount may be withdrawn. The Company does not charge any withdrawal fee, however, You hereby also agree to cover any bank transfer fees incurred when withdrawing funds to Your designated bank account. You are solely responsible for providing accurate payment details, and We shall not be held liable for funds lost due to incorrect information provided by You.

12.11. We may request additional information and/or documentation to verify the legitimacy of any Payment Instruction request. We may delay or refuse to process a Payment Instruction where we have reasonable grounds relating but not limited to:

(a) the authenticity of the instruction provided,
(b) the suspected unauthorised or fraudulent use of your Account,
(c) the validity of the nominated bank account supplied, or
(d) legal or regulatory requirements.

You hereby agree that under such circumstances, there may be a delay in the processing of your Payment Instruction.

12.12. You hereby undertake to inform the Company every time a card used by You to make deposits to your Account has been blocked, deactivated or otherwise suspended. Save for cases where a card has expired, we shall not be liable if we should satisfy Your withdrawal request by way of paying money back to a card that has been blocked, deactivated or otherwise suspended without Your prior notification thereof.

12.13. If You decide to withdraw funds that were initially deposited with a payment card by submitting a chargeback with Your issuing bank or otherwise, then You expressly agree that We shall have the right to set-off the respective amounts from your Balance in relation to any funds that are successfully reversed during the chargeback process.

12.14. In the event that there are client funds that cannot be allocated to you in whole cents, meaning there is a residual amount of less than 1 cent that needs to be allocated to You, You expressly agree that ColmexPro may write this amount off and pay it away to a registered charity.

12.15. You hereby agree that We reserve the right, in case of a **negative balance in a Trading Account**, in Our sole discretion, to either:

(a) transfer such an amount from any other of Your Trading Account(s) to the negative balance Trading Account to cover the negative balance, and/or
(b) request from You to return the negative balance and any expenses that might occur in respect of such actions, and/or
(c) notify You that if such negative balance is not covered by other Trading Account(s) of Yours and/or by You, We shall take legal action against You for the amount due to the Company, and/or

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(d) terminate this Agreement and the established business relationship with You.

13. Inactive Accounts

13.1. If, for a period of eighteen (18) consecutive months, no activity is recorded on a Client's Trading Account, the account shall be classified as **Inactive**. For the purposes of this definition, "activity" includes any login to the Trading Account or Client Area, placement of a trading transaction, or the making of a deposit or withdrawal.

13.2. Any funds held in an Inactive Account shall continue to be treated as clients' funds and shall remain subject to the applicable safeguarding requirements in accordance with this Agreement and specifically Clause 16 – Clients' Funds.

13.3. The Client may reactivate an Inactive Account at any time by logging into the Trading Account or Client Area. The Company reserves the right to request updated information and/or documentation from the Client and, where required, to request the completion of a new Appropriateness Assessment Questionnaire prior to permitting reactivation, according to the applicable legal and regulatory obligations.

13.4. Where an Account remains Inactive for a further period of eighteen (18) consecutive months and the Account balance is zero, the Company shall be entitled to automatically terminate the Account by notifying the Client via email four (4) weeks before the Account termination.

14. Promotions

14.1. We may, at our discretion, offer certain trading benefits or promotions to our Clients. These promotions are subject to specific terms and conditions, which will apply in addition to the provisions of this Agreement. If you wish to inquire about any available promotions, you may contact us, and we will assess your eligibility based on your trading activity and profile. It is your responsibility to review the applicable terms before participating in any promotion.

14.2. At all times, we reserve the right to deny, withhold, or withdraw any trading benefit at our sole discretion. If we suspect that you (either alone or in collaboration with others) have manipulated, abused, or acted in bad faith regarding a trading benefit, we may take the following actions:

(a) Temporarily or permanently block, suspend, or terminate your Account and/or services.
(b) Revoke or deduct any granted benefits, including any profits gained from such benefits.
(c) Close any open positions or deny participation in current or future promotions.

14.3. In the even that we proceed with any of the above actions, we will recognize any losses incurred on your Account but may revoke any benefits or profits gained.

15. Communications

15.1. If You need to contact us for any reason in relation to this Agreement, You may do so by:

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(a) Post, to 117 Makariou III Avenue & Sissifou Street, Quarter of Apostoloi Petrou & Pavlou, 3021 Limassol, Cyprus, or
(b) The Chat or WhatsApp button on the Website and on the Client Area, or
(c) Phone, at +(357) 25-030036
(d) Email, at: support@colmexpro.com

15.2. We may contact You and give You any notices in connection with this Agreement by post, telephone, or by electronic means using the latest address, telephone number or email address which You have provided. You hereby consent to Us providing You with information through a durable medium other than paper and to Us providing information that is not addressed to You personally by means of the Website.

15.3. You agree that we may record all communications between You and Us and use such recordings, or transcripts of such recordings, as well as any e-mails, recorded chat messages or other communications you send to Us through our communication channels or otherwise, for training purposes, for the purposes of investigating any complaint You may make, or for any other legal or regulatory purposes including as evidence in any dispute or anticipated dispute between You and us. Upon Your request, we will provide a copy of such records to You within a reasonable period.

15.4. If you no longer want to receive email, in-app or push notifications from Us, you can unsubscribe by contacting us. Notwithstanding the aforesaid, please note that You cannot opt out from receiving mandatory notifications related to Your Account and Services.

16. Client Funds

16.1. Any funds which we hold for you shall be held as client funds in accordance with the Client Funds Rules. All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of the Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in a Client Bank Account. This means that Your funds will be segregated from our own funds and cannot be used in the course of our business. We may hold your money and the money of other Clients in the same Client Bank Account (omnibus account). In this case we are able to identify your money through our back office and accounting system.

16.2. You agree to waive any rights to receive interest earned on funds held in such bank accounts. You consent to the Company retaining such interest to cover registration, general expenses, charges, fees, and costs related to the administration and maintenance of the bank accounts, as well as any other Company expenses.

16.3. All due skill, care and diligence will be exercised in the selection, appointment and periodic review of any third-party bank or other financial institution with whom your funds are held. We will not be responsible for any acts, omissions or defaults of the third-party bank or financial institution.

16.4. In the event of ColmexPro's failure (for example, due to insolvency), any money held in a client funds account by third parties will be segregated from our other assets and will not be available to our

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creditors. However, in the event of failure (for example, due to the insolvency) of a third party, as your client funds will be held with other clients' money in a pooled client money account, in the event that the third party holding the money defaults and there is a shortfall, you agree to share proportionately in that shortfall with other creditors of the third party where your client money is deposited.

16.5. Where any amount owed by you to us under this Agreement is due and payable to us, in accordance with the Client Funds Rules, we shall cease to treat it as client funds, so much of any client funds held on Your behalf as equal to the amount you owe us. You agree that we may request that funds in or towards satisfaction of all or part of those funds due and payable to us. For the purposes of this Clause, any such amounts owed by you to us under this Agreement become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.

16.6. In the event that there has been no movement on your account balance for a period of at least six (6) years and we are unable to contact you despite having taken all reasonable steps to do so, you agree that we may cease to treat your money as client money and transfer these to the Investor Compensation Fund. In such cases, we undertake to return to you, or your legal heirs, an amount equal to the funds transferred to the Investor Compensation Fund if a claim for these funds is made at any time in the future.

16.7. We do not hold our clients' funds in unregulated financial institutions. We may, however, pass on clients' funds to any regulated third party (e.g. a bank, a market maker or liquidity provider, merchant, e-wallet, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a Transaction through or with that person or to satisfy your obligation to provide collateral (e.g. Initial Margin requirement) in respect of a Transaction. We carry out annual risk assessments of all regulated third parties we work with but have no responsibility for any acts or omissions of any regulated third party to whom we pass money received from you. The regulated third party to whom we pass money may hold it in an omnibus account, and it may not be possible to separate it from our money or the third party's money depending on the third party's regulatory provisions. In the event of an insolvency or any other analogous proceedings in relation to that regulated third party, we may only have an unsecured claim against the regulated third party on behalf of you and our other Clients, and you may be exposed to the risk that the money received by us from the regulated third party is insufficient to satisfy the claims of you and all other Clients with claims in respect of the relevant account. The Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts, for losses (directly or as a result of) due to delays and/or failures to deposit/remit funds through affiliated and/ or third parties.

17. Fees and Costs

17.1. We are entitled to receive fees, commissions, and other charges for the Services provided to you under this Agreement, as well as compensation for expenses incurred in fulfilling our obligations. We may, at our discretion, adjust the size, amount, or percentage rates of these fees from time to time. Any changes will be communicated to you through appropriate means. Additionally, we reserve the right to retrospectively charge fees, costs, or commissions that should have been applied during the normal course of business but were not charged initially.

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17.2. You agree to promptly pay any taxes, contributions, or charges related to transactions, as required by Applicable Laws, excluding taxes on our income or profits. We reserve the right to debit your Account for any such payments.

17.3. We reserve the right to exercise a lien over funds and Financial Instruments held in your account to cover any amounts you owe us. If you fail to pay any outstanding amount by the due date, we may debit your account or liquidate your Financial Instruments to settle the balance. Before taking such action, we will notify you of our intention and provide a deadline for payment. If the deadline passes without resolution, we may proceed without further notice.

17.4. We do not control fees charged by third parties such as ECN and Nasdaq OMX or other execution venues. These fees may change without prior notice to us. While we may notify you of such changes, we are not obligated to do so.

17.5. You agree that ColmexPro will not be liable for any additional fees You may be charged by any bank, credit card provider or other third-party payment services provider which you use for the transfer of funds to and from us.

17.6. We may pay or receive fees, commissions, or non-monetary benefits to or from affiliates or third parties in connection with the Services provided. The Company will pay or receive such fees commissions, or non-monetary benefits provided that these are designed to enhance the quality of the services offered to the Client and do not impair the Company's duty to act honestly, fairly and professionally in the best interest of the Client.

For example, we may:

- pay commissions to affiliates, business introducers or other third parties for referring new clients. Such fees or commissions may be determined according to the number of clients referred or any other criteria agreed between the Company and those third parties provided that such arrangements are consistent with the applicable regulatory requirements.

- receive fees or commissions from Execution Venues in connection with arrangements related to margin trading or financing services, including where financial instruments pledged by Clients as collateral may be used by such Execution Venues. Notwithstanding this, the criteria for selecting an Execution Venue are always fully aligned with the Company's Order Execution Policy, prioritizing obtaining the best possible result for Clients on a consistent basis.

The acceptance of such fees or commissions does not interfere with our obligations under MiFIR and other applicable regulations. Upon request, we will provide you with a disclosure of the essential arrangements related to such fees or commissions paid to or received from third parties including the method for calculating any amounts where applicable.

17.7. By accepting this Agreement, you acknowledge and agree to the fees, charges, and costs outlined in the **Contract Specifications** section available on the Website. We reserve the right to amend these at our discretion, and any updates will be published on the Website. It is your responsibility to review

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these costs regularly, especially before placing orders. Additionally, we may offer discounted commission plans for limited periods as agreed between us and you.

17.8. Our demo account is designed to help you familiarize yourself with the Trading Platform under real market conditions without risk. It allows you to test strategies with access to live prices and real-time charts but does not apply commissions. For real accounts, commission details can be found in the **Contract Specifications** on the Website.

17.9. You agree to pay the following charges and fees, where applicable:

(a) Fees, charges, commissions, mark-ups, or mark-downs for specific Financial Instruments or accounts;
(b) Costs related to rolling over contracts;
(c) Fees for carrying open positions;
(d) Transfer-related fees, including deposits, withdrawals, returned funds, or issuing/returning cheques;
(e) Spreads, mark-ups, or mark-downs from market prices;
(f) Currency conversion fees related to Transactions, trading costs, or profits/losses;
(g) Currency conversion fees for funds received in a currency different from your Account's base currency;
(h) Fees required by regulatory bodies or legal obligations;
(i) Taxes or costs associated with your Transactions;
(j) Subscription fees for access to exchanges.

17.10. You acknowledge and agree to the following:

(a) Prices shown on the Trading Platform exclude applicable taxes and costs unless otherwise stated;
(b) No specific costs are charged for using the Trading Platform unless explicitly stated;
(c) Charges may apply to certain account types or Financial Instruments, and you will be notified in advance;
(d) If you are not notified of specific charges, you must inquire and obtain clarification;
(e) Fees, charges, and commissions are separate from prices shown on the Trading Platform;
(f) Spreads on Financial Instruments are disclosed on the Trading Platform.

17.11. We reserve the right to adjust spreads on Financial Instruments at our discretion based on market conditions, including periods of high volatility or low liquidity.

18. Transaction Records

18.1. We shall send you a confirmation in respect of the execution of each Order immediately upon execution. We shall send such confirmation by electronic means through the Trading Platform.

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18.2. We will provide you with reports and confirmations of your Transactions, including your Trading Account balance and a record of all Transactions, through the Trading Platform on a continuous basis.

18.3. In the absence of a manifest error, any report and confirmation received by us in respect of any Transaction or other matter shall be considered final and binding to You. You are responsible for reviewing your electronic reports and must notify us promptly if you identify any discrepancies.

19. Complaints

19.1. If you have any cause for complaint in relation to your Account and/or any aspect of Your relationship with the Company, you can submit a formal complaint by completing the Company's online Complaint Form, available on the Website through your Client Area, in accordance with our Complaints Handling Procedure.

19.2. As a general rule, the completed Complaint Form must not include:

(a) Affective appraisal of the conflict situation,
(b) Offensive language, and/or
(c) Uncontrolled vocabulary.

19.3. You shall inform us about any complaint You may have in relation to our Services as soon as practicable.

20. Force Majeure

20.1. While We strive to fulfil our obligations promptly, We shall not be liable for any partial or complete failure to meet our obligations due to circumstances beyond our reasonable control and for any losses incurred as a result. These may include, but are not limited to,

(a) Natural disasters (e.g. earthquakes, tsunamis),
(b) Unforeseen human actions
(c) Industrial strikes,
(d) Any breakdown or interruption of power supply, or failure of transmission or communication or computer facilities,
(e) Hacker attacks or other illegal actions against Company's Trading Platform or equipment,
(f) Epidemics or pandemics,
(g) Government actions,
(h) Significant economic shifts
(i) Communication, system, or computer failures,
(j) Market defaults,
(k) Suspension, liquidation or closures of any market,
(l) Failure of any relevant exchange, clearing house, custodia or sub-custodian, self-regulatory organisation and/or broker for any reason to perform its obligations,
(m) Changes in laws, regulations, or their interpretations, or

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(n) Any other events beyond reasonable control that could not have been prevented by reasonable measures.

20.2. Notwithstanding the above, in such event, We will try to take reasonable steps to mitigate the effects of the said event and ensure continuity of our operations and Services. To do so, We may need to adjust certain trading terms and conditions outlined in this Agreement.

21. Reporting Obligations

21.1. The Company operates in compliance with CySEC and other applicable regulatory frameworks. You acknowledge that your Transactions may be subject to regulatory reporting, transaction monitoring, and due diligence reviews. We reserve the right to request additional documentation from Clients at any time to comply with our regulatory obligations. Failure to provide requested documentation may result in Account restrictions or termination. Additionally, we reserve the right to disclose Transaction details to regulatory authorities where required by law.

21.2. **FATCA:** The Company, its associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA or other Applicable Laws, rules and/or regulations, including disclosures between themselves and to governmental authorities. The 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, inside or outside of the EEA. The Client shall ensure that before it or anyone on its behalf discloses information relating to any third party to the Company, its associates or service providers in connection with this Agreement or any Transactions that said third party has been provided with such information and given such consents or waivers as are necessary to allow the Company, its Associates and its or their agents and service providers to collect, store, process and disclose their information as described in this Clause.

21.3. By accepting this Agreement, You authorize us to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from You or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.

21.4. **CRS**: The CRS provides for the annual automatic exchange of financial account information between participating jurisdictions. Such financial institutions, one of which is the Company, need to submit the relevant information to their local tax authorities who will then forward it to the respective foreign tax authorities. For the aforementioned purposes, and similarly to FATCA, the Company, its associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with CRS or other Applicable Laws, rules and/or regulations, including disclosures between themselves and to governmental authorities.

21.5. By accepting this Agreement, You authorize us to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Company for tax

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purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.

21.6. **MiFIR**: The Company is obliged to report all transactions in Financial Instruments, which are executed either on the market or not within the European Union. The Company shall require your national identity number or such other information as requested to determine Your national client identifier for the purposes of MiFIR before you are able to place Orders via the Trading Platform. By accepting this Agreement, You consent for the Company to report your CFD and/or Equities Transactions in your Account, to CySEC or any other Competent Authority.

22. Confidentiality

22.1. Both parties agree to keep all personal, business, financial, and other confidential information obtained about the other Party in connection with the provision of Services strictly confidential. We will take all reasonable steps to prevent unauthorized disclosure of such information, except in the following circumstances:

(a) When disclosure is required by a legal authority, such as law enforcement or a tax authority with the right to access your information.
(b) When disclosure is mandated by a court order or similar legal process.
(c) When we are otherwise legally obligated or permitted to disclose the information.
(d) When disclosure is necessary to provide you with the Services.

22.2. Your consent is not required when disclosure of confidential information is mandated by a governmental authority, law, or regulation.

23. Personal Data Protection

23.1. We will collect and hold personal information of you in our administration for the purpose of providing you services under this Agreement. Your information will be processed as specified in the Privacy Policy and Cookies Policy, available on the Website, in line with the Applicable Laws.

23.2. We are required to identify and verify the identity of our clients, in accordance with the Applicable Laws, and to keep that information updated. You shall agree that we may make checks using online electronic verification systems or other databases as we may decide. These may request, among other things further details, documents, photo and video evidence from yourself. If you cannot satisfactorily prove your identity, you will not be able to open an Account with us or may have to close your existing Account. We may also report to official agencies any information which may come to our attention which gives rise to money laundering or terrorist financing concerns. We may be prohibited from notifying you of any report we may have to make or from either confirming or denying that a report has been made. If we submit a report to the Unit for Combating Money Laundering (MOKAS) or analogous authority, we may be prohibited from continuing the provision of Services to you while the authorities undertake their own investigations; and we may be ordered to

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stop providing Services altogether. In those circumstances, we shall not be able to accept responsibility for any resulting loss or inconvenience.

24. Commencement, Duration and Termination

24.1. This Agreement shall come into effect and shall be binding on the date of your acceptance by the Company as a Client and receive an email notification from the Company confirming such acceptance. This Agreement shall continue until terminated in accordance with the applicable provisions of this Agreement and shall govern all subsequent transactions and services executed through the Client's account. This Agreement shall be binding upon and inure to the benefit of ColmexPro, its successors and assignees, the Client's heirs, executors, administrators, legatees, successors, personal representatives and assignees.

24.2. Either party may terminate this Agreement by:

(a) A written consent; or
(b) Giving fourteen (14) days prior written notice to the other party. On such occasion, you acknowledge that if you have open positions, we shall have the right to close them. We are not obliged to provide any grounds for such termination.

24.3. The Company may terminate all or any part of this Agreement immediately on write notice if:

(a) You commit a breach of any of your obligations under this Agreement,
(b) Such termination is required by CySEC or any other competent authority or regulatory body,
(c) A Force Majeure event occurs, as described in Clause 20,
(d) You involve the Company, directly or indirectly in any type of fraud, financial crime, or unlawful activity,
(e) You become insolvent, bankrupt or subject to any similar proceedings,
(f) An Event of Default Occurs,
(g) We have reasonable grounds to believe that Your Accounts has been used for unauthorized, illegal, or Abusive Trading practices,
(h) Maintaining a business relationship would breach Applicable Laws, regulations or the Company's internal policies.

24.4. Clients may request the closure of their Account at any time by giving written notice in accordance with Clause 24.2 of this Agreement and providing clear instructions to the Company via email to: support@colmexpro.com. The Company will proceed with the closure of the Client's Account only if there is no remaining balance. According to the Company's internal procedures, if you do not have any open positions, any remaining balance will be withdrawn prior to the account closure. In the event, that there are open positions, the Client should proceed with the closure of all open positions and withdrawal of any remaining balance. Upon successful completion of the closure process, the Client will be notified, and any remaining balance will be transferred to the Client's designated personal account.

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24.5. In the event of the incapacity or death of the Client, ColmexPro will freeze the Client's Account upon receiving official legal notification. The Client acknowledges that in such cases, legal documentation, such as letters of administration, executorship, a grant of probate, or any other legally required document, must be provided by the relevant authorized person(s) for the Company to take any action or accept instructions regarding the Client's Account(s). Until such documents are received and verified, no transactions, withdrawals, or transfers will be processed. The Client further acknowledges that ColmexPro shall not be held liable for any losses, charges, or costs incurred in the Client's account(s) during the period between the Client's incapacity or passing and the receipt of the required legal documentation.

25. Amendment

25.1. We may amend the terms of this Agreement, from time to time, for any of the following reasons:

(a) Where We reasonably consider that:
- the change would make the terms easier to understand or fairer to you, or
- the change would not be to your disadvantage, or

(b) to cover the improvement of the Services, the introduction of a new service or the replacement of a Service with a new one, or

(c) To enable Us to make reasonable changes to the way we provide the Services to you as a result of changes in the financial system, technology or the systems we use to run our business, or

(d) As a result of a requirement under the Applicable Laws and regulation.

25.2. If we make an amendment pursuant to this Clause, We shall notify You of the said amendment either in writing or through the Website. Your consent shall not be required for any such amendment. If You do not agree to the amendments, You are entitled to close your Account at any time.

25.3. This Agreement shall supersede all prior written agreements entered into by You and Us in relation to the provision of the Services. This shall not affect any rights or obligations that You or We may have under any previous terms of business relating to these Services.

26. General Provisions

26.1. English shall be the language for communication between You and Us for the duration of this Agreement unless otherwise agreed. This Agreement can be translated into different languages. If there are any inconsistencies between different language versions, the English language version shall prevail.

26.2. By signing this Agreement, you shall be obliged to notify us promptly of any changes to the information you have provided to us.

26.3. If an account is held jointly by more than one person, all account holders are considered collectively responsible for the account's obligations and liabilities, and each individual is jointly and severally liable under this Agreement. References to "Client" in this Agreement shall apply to all individuals

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associated with the joint account. Joint accounts are permitted only between first-degree relatives (e.g., parent-child, siblings, or spouses). The Company reserves the right to request documentation evidencing such a relationship and may reject or close joint accounts that do not meet this criterion. Any notice, warning, or communication provided to one account holder will be deemed as received by all joint account holders. Similarly, any Order or instruction placed by one joint account holder shall be considered as made on behalf of all account holders. In the event of conflicting instructions from different account holders, the most recent instruction received by the Company shall prevail. Transactions and account-related decisions generally require the consent of all account holders, unless a signed mandate designates a specific individual with authority to act independently on behalf of the others. In such cases, the designated individual may execute transactions and manage the account without requiring additional approval from the other joint account holders.

26.4. This Agreement shall be governed by and construed in accordance with the laws of Cyprus. Subject to applicable consumer protection laws, the Parties agree that the courts of Cyprus shall have jurisdiction over any disputes arising out of or in connection with this Agreement. Notwithstanding the foregoing, the Company reserves the right to initiate proceedings against the Client in the courts of the jurisdiction of the Client's residence or domicile, where permitted by applicable law.

26.5. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

26.6. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provisions so that, as amended, they are legal, valid and enforceable, and, to the greatest extent possible, meet the parties' original commercial intention.

26.7. Neither of us shall assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of our rights or obligations under this Agreement.

26.8. In no event shall any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

26.9. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to create a partnership between you and us.

26.10. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

26.11. You agree that your use of data made available to you in relation to your use of the Services, in real-time or delayed, through the Trading Platform, which may include market prices, volumes and any other data related to Financial Instruments and transactions executed on the Trading Platform

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(collectively "Market Data"), is subject to confidentiality. You will only use the Market Data for your own personal use and benefit and not for the management of assets of a third party in any capacity. You will not use the Market Data for any unauthorised or illegal purpose, or in a professional capacity, meaning that you shall not use the Market Data in the capacity of a:

(a) member of any exchange,
(b) registered or qualified professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority,
(c) employee of an organisation for the performance of professional investment activities.

27. Client Declaration

27.1. You hereby represent and confirm that:

(a) You Acknowledge reviewing all relevant service, fees, and policy information on our Website, including Legal Documentation, as updated from time to time,
(b) You Consent to receiving direct advertising via phone, email, and other digital means. The Company shall not be responsible for undelivered mass emails due to Client preferences.
(c) You are over 18 and confirm the accuracy of all provided information, and will update the Company of any changes.
(d) You agree to be notified separately and upon request if we pay fees or commissions to a third-party who introduced You.
(e) You acknowledge that we may act as either Principal or Agent when executing Orders.
(f) You consent to communication via electronic means, including email and the Website, and confirm regular internet access.
(g) You have chosen your investment amount based on your financial circumstances.
(h) All documents provided are valid and true. You acknowledge that we may request alternative documentation or close the Account if any document is found to be false or invalid.
(i) Your funds used for trading belong to you, are free from liens, and do not originate from illegal activities, in compliance with AML and CFT regulations.
(j) You have entered this Agreement voluntarily and without coercion, based solely on the representations made within this document.

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Schedule A: Terms for CFDs

CFD trading is currently available only to existing clients who already hold a CFD account and to professional clients, subject to applicable eligibility and regulatory requirements. ColmexPro does not onboard new retail clients for CFD trading at this time.

This classification does not affect the rights or obligations of existing CFD account holders.

28. CFD Trading Services

28.1. A CFD is a type of financial product which allows you to trade on the price movements of an underlying asset, such as, but not limited to, shares, forex, indices, commodities, or cryptocurrencies. When you trade a CFD, you are speculating on whether the price of the asset will rise or fall. You don't own the actual asset—instead, you agree to exchange the difference in its price between the time you open the trade and when you close it.

28.2. ColmexPro may act either as **principal** or as **agent** when providing CFD trading services. When acting as principal, we will be the counterparty to your Orders. When acting as agent, we will execute your Orders on your behalf with third-party liquidity providers or execution venues. The capacity in which we act may vary depending on the specific financial instrument, market conditions, and other factors. Further details are available in our **Order Execution Policy**.

29. Leverage

29.1. We allow you to place Orders in CFDs using Leverage. Leverage obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement in the markets can result in a proportionately larger movement in the value of your investment and this can work against you as well as for you. CFD Transactions have an inherent risk, and you should be aware of what the implications of this are.

29.2. The minimum volume of the Transaction varies per Financial Instrument and is specified on the trading window in the Trading Platform.

29.3. The Leverage ratio varies per each CFD depending on the underlying instrument and at the discretion of the Company and is subject to the provisions of the legislation provided and approved by the European Securities and Markets Authority ("ESMA") and the Cyprus Securities and Exchange Commission ("CySEC"). The Leverage available on CFD Accounts determines the Client's daily Buying Power Ratio. At the opening of the Trading Account, the Leverage ratio is set by default as follows:

(a) 1:30 for major Currency Pairs;
(b) 1:20 for non-major Currency Pairs, Gold and major Indices Futures;
(c) 1:10 for Commodity Futures, Spot Metals other than Gold and non-major Indices Futures;
(d) 1:5 for Stocks and ETFs;

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(e) 1:2 for cryptocurrencies.

29.4. Clients may be eligible for higher intraday Buying Power at the Company's sole discretion.

29.5. If a Trading Account remains excessively leveraged after Trading Hours, the Company reserves the right to close part or all Open Positions to manage risk. Any costs incurred due to such adjustments will be payable by the Client. The Company will make its best efforts to notify the Client in advance of any such adjustments via phone, email, or SMS.

29.6. You may request a lower Leverage to be applied to your Trading Account by contacting the Company. The Company will continuously monitor the Leverage applied to Clients' positions and reserves the right to adjust the Trading Account Leverage at our discretion, whether temporarily or permanently, depending on the Client's trading volume and trading patterns, without providing prior notice. You hereby acknowledge, understand and accept that reduction of Leverage as per the conditions of this Clause, could result in the Account's Balance falling below the Margin requirements, which could result in a Margin Call or Stop Out. You are therefore strongly advised to maintain an appropriate amount of Margin in Your Account at all times.

29.7. The Company reserves the right to adjust its Leverage ratio at any time without prior notice to the Client.

30. Margin Requirement

30.1. For each Open Position, we reserve a portion of the funds in your Trading Account as collateral, referred to as "Margin." These funds will not be considered as free funds and will not be available for withdrawal.

30.2. You shall at all times maintain an appropriate Margin level and you shall independently monitor the compliance of the Margin and recover it instantly when it drops below the required minimum. If you fail to provide the required Margin, we shall inform you instantly via the Trading Platform which provides access to your Trading Account status.

30.3. You agree to promptly meet all Margin and maintenance calls to ensure compliance with Margin Requirements. You further acknowledge and agree that failure to do so may result in the closure of your Open Positions at the prevailing market prices without prior notification, in order to prevent you from sustaining losses exceeding the funds deposited in your Account. Under this Agreement, you agree to the price of the Transactions upon closure of the Open Positions. You shall be informed about your closed positions through the Trading Platform which provides access to your Trading Account status.

30.4. **For Retail Clients**: a margin stop-out rule applies across all CFD Open Positions in your Trading Account. This means that if your Trading Account's Equity falls below 50% of the Initial Margin required, all Open Positions will be automatically closed, either one by one or simultaneously, at the prevailing market price to protect you from further losses.

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30.5. **For Professional Clients**: the margin stop-out rule **varies by platform**. On the MT4 platform, a stop-out is triggered when your Trading Account's Equity falls below 10% of the required Initial Margin, at which point all CFD Open Positions will be automatically closed, either one by one or simultaneously, at the prevailing market price. On the ColmexPro 2.0 platform, if Your Trading Account Equity falls below $0 ("**Trading Suspension Equity**"), all Open Positions will be automatically closed at the prevailing market price, and you will no longer be able to place any new Orders. While the Company reserves the right to close your positions, it is not obligated to do so. Your Trading Account will remain in "Read-Only" status until your Equity exceeds $50. The Company reserves the right to modify these conditions as necessary to comply with regulatory and risk management requirements.

30.6. We reserve the right, at any time and without prior notice, to impose stricter Margin Requirements, adjust Margin levels, or refuse trading on Margin. This may include increasing Margin Requirements for positions deemed to carry higher risk, such as thinly traded, speculative, or volatile financial instruments, or concentrated positions. One Margin demand does not preclude another.

31. Corporate Actions

31.1. You shall not be entitled to interest, dividends, voting rights, or any other rights associated with CFDs held in Your Trading Account. You shall be solely entitled to the redemption of Your Balance in your Account. If the underlying instrument pays a dividend, your account may be credited (in the case of a long position) or debited (in the case of a short position) with a corresponding price adjustment. This adjustment will be applied on the ex-divided date.

31.2. If a Financial Instrument is affected by a Corporate Action, We reserve the right to take actions as these are stated in Clause 8.15 herein.

32. EMIR

32.1. Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or other agreement between the Company and the Client, the Company and the Client each hereby consents to the disclosure of information to the extent required or permitted under, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule or regulation ("EMIR and Supporting Regulation") which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR and Supporting Regulation regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other Party is required or accustomed to act ("Reporting Requirements").

32.2. The Client and the Company each acknowledge that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

32.3. The Client and the Company each further acknowledge that disclosures made pursuant hereto may include, without limitation, the disclosure of trade and trader information including the Client's identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository

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registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. The Company and the Client further acknowledge that, for purposes of complying with regulatory reporting obligations, the Client or the Company may use a third party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators.

32.4. The Client and the Company each also acknowledge that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing Party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction.

32.5. Notwithstanding the trade reporting as carried out by the Company, the Client, being a financial or non-financial corporate entity, within EEA remains legally responsible for reporting its own transactions, unless otherwise agreed in writing. The Client understands that the Client may request from the TR for access to view all derivative transactions reported by the Company. The Client understands that the Client must notify the Company immediately if the Client believes there are any inaccuracies in such reports.

32.6. The Company reserves the right to delegate the reporting of the derivative contracts. The Company is obliged to take all necessary steps to ensure compliance with applicable laws and regulatory decisions, from time to time.

33. Risk Warnings

33.1. Before trading in CFDs, you must ensure that you fully understand the risks involved. CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money. By entering into this Agreement, you agree that we may provide you with a description of some of the risks involved in trading CFDs on our Website and in the General Risk Disclosure.

33.2. We provide negative balance protection on retail CFD Clients. If the negative balance results from a stop-out, we will ensure that you do not incur losses beyond the funds available across all of your accounts You hold with ColmexPro. However, if the stop-out occurs due to illiquid market conditions or other external factors beyond our control, we reserve the right to review the circumstances. If it is determined that the negative balance was caused by factors outside our control, the negative balance protection may not apply, and you will be responsible for settling the negative balance with us.

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Schedule B: Terms for Equities

34. Equities Trading Services

34.1. You can buy and sell shares, exchange-traded funds (ETFs), options, and other securities available on our Trading Platform. The range of securities we offer may be updated from time to time.

34.2. When providing Equities Trading Services, we may act as **principal** or as **agent**.

34.2.1. When acting as principal we will be the counterparty to your Orders and may execute such Orders outside a regulated market, multilateral trading facility (MTF), or organised trading facility (OTF) (i.e., on an over-the-counter (OTC) basis). In such cases, the execution of your Orders will not take place on a trading venue, and we may internalise the transaction and execute it through internal order handling mechanisms or risk-based execution methods, subject to our Order Execution Policy. By accepting this Agreement, you acknowledge that certain Orders may be executed outside a trading venue and you expressly consent to such execution.

34.2.2. When acting as agent, we will execute your Orders on your behalf through third-party execution venues and are not the counterparty to your Orders. In such case, the execution of your Orders is subject to market conditions, the availability of liquidity, and the rules of the relevant exchanges or execution venues. The capacity in which we act may vary depending on the specific financial instrument, market conditions, and other factors.

34.2.3. The capacity in which we act may vary depending on the specific financial instrument, market conditions, and other relevant factors. Further details on how we execute Orders, including the possibility of OTC execution, are provided in our **Order Execution Policy**.

34.3. If there is a significant price change in a security, any Order placed, modified, or cancelled for that security may be subject to a compliance review by the third-party, in accordance with their policies and procedures. As a result of this compliance review, there may be delays in the acceptance, execution, or cancellation of such Orders. These reviews are conducted by the third-party and are beyond our direct control.

34.4. We may be required to give your details (including your email address) and details of your shareholding to the company registrars. By trading Equities on our platform, you consent to us providing your identifying information to any requesting service provider of the Company.

34.5. Our Trading Platform is not an exchange or a market. This means that when you trade Equities on our Trading Platform, you are entering into Transactions only with us and not directly with third parties. Our services are limited to enabling you to buy and sell Equities exclusively within our Trading Platform. Subject to the terms outlined in Clause 36 – Investment Transfers, we may allow the transfer of investments in and out of your Account. However, unless explicitly permitted, you will not be able to transfer investment to another platform or to another person for external sale or trading.

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34.6. If you are a US person, you must provide us with a valid W-9 form before placing an order for US-listed shares. This form certifies your taxpayer status for US tax reporting purposes. You are responsible for ensuring that your tax documentation remains accurate and up to date.

34.7. If you are not a US person, you must complete and submit a W-8BEN form before we can process any order to invest in US-listed shares. If you already hold US-listed shares and have not previously provided us with a valid W-8BEN, we will request that you complete the form. Failure to return a properly signed and completed W-8BEN by the specified deadline may result in us liquidating your US-listed shares . You also have an ongoing obligation to notify us if you become ineligible for W-8BEN status.

35. Client Assets

35.1. You instruct and authorize us to hold any Equity purchased on your behalf in safe custody (or appoint a custodian to do so), until you provide further instructions to sell or transfer such Equity into your name or to another nominee. All Equities held on your behalf will comply with the Client Assets Rules.

35.2. In accordance with CySEC's Client Assets Rules, we may appoint third parties to hold your Equities, including title documents or certificates evidencing ownership, in a segregated omnibus (pooled) custody account, together with the Equities of other clients, in the name of the Company acting on your behalf. In such cases, your Equities will be separately identifiable through our internal records and accounting systems.

35.3. You acknowledge and agree that, where Client Assets are held in an omnibus custody arrangement, you remain the beneficial owner of such assets at all times, notwithstanding that legal title may be registered in the name of the Company, a custodian, nominee, or sub-custodian.

35.4. We may appoint one or more third-party custodians, sub-custodians, nominees, clearing systems or depositories to hold your Equities, including title documents or other evidence of ownership. We shall exercise all due skill, care, and diligence in the selection, appointment, and periodic review of such third parties. However, we shall not be responsible for any acts, omissions, insolvency, or dissolution of any such third party.

35.5. In the event of the insolvency or any analogous proceedings of a third-party custodian or sub-custodian with whom your Equities are held in an omnibus account, your Equities may be pooled with those of other clients. If a shortfall occurs, you may share proportionately in that shortfall with other clients whose assets are held in the same custody arrangement, in accordance with the applicable Client Assets Rules.

35.6. We will maintain accurate, complete, and up-to-date records and accounts of all client assets held by us or on our behalf and will carry out regular reconciliations to ensure that such assets are properly identified as being held for your benefit and are segregated from the Company's own assets to the extent required by applicable law and regulation.

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35.7. You authorize us, or any appointed custodian, to take all actions reasonably necessary in connection with your Equities, including but not limited to the settlement of transactions, transfers following completed sales, acceptance of corporate actions, and any other actions required for the proper administration of your investments in accordance with this Agreement.

36. Investment Transfers

36.1. You may be able to transfer Investments to your Trading Account from another investment provider. You will be able to request a transfer of Investments via your personal client relations representative. We will only accept Investments that are tradeable on our Trading Platform. The account with the other investment provider needs to be in your name.

36.2. You may be able to transfer Investments out of your Trading Account to another investment provider. You will be able to request a transfer of Investments via your personal client relations representative. We will only transfer Investments that are accepted by the other investment provider. The account with the other investment provider needs to be in your name.

36.3. Investment transfers to or from your Trading Account will be only in the form of Investments. You will not be able to transfer cash in or out using Investment transfers.

36.4. We do not charge any fees for transfers to or from your Account. However, the other investment provider involved in the transfer may impose their own fees or restrictions.

36.5. Investment transfers do not follow the standard settlement practices outlined in this Agreement. We will make every effort to process Investment transfers within a standard timeframe of up to 30 calendar days. However, the process may take longer depending on the cooperation of the other investment provider. Once you request an Investment transfer and we initiate it, the transfer cannot be cancelled unless it cannot be processed. For transfers into your Account, the relevant Investments will be considered your Client Assets from the date we receive them from the other investment provider. Similarly, for transfers out of your Account, the relevant Investments will no longer be considered your Client Assets from the date we send them to the other investment provider.

36.6. In some cases, it may not be possible to transfer certain Investments out of your Accounts. These include:

(a) Investments not accepted by the receiving investment provider,
(b) Investments suspended from trading,
(c) Investments that have not yet settled, as outlined in in this Agreement,
(d) Investments that are non-transferable due to regulatory or technical restrictions.

If transferring these Investments is not possible, you may have the option to liquidate them into cash and withdraw the cash instead. Please be aware that this process may result in additional charges imposed by third parties or taxes.

36.7. When requesting an Investment transfer, it is your responsibility to provide us with accurate information and data, including, where applicable, the price at which the Investments were acquired.

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If the information you provide is incorrect, this may lead to us supplying inaccurate details about your profit or loss on the transferred Investments. You are solely responsible for any tax obligations related to Investment transfers, including those arising from any inaccuracies in the information or data you provide.

36.8. If you request an Investment transfer from your Trading Account, we will restrict you from placing any Orders involving the Investments that are part of the transfer process.

36.9. We reserve the right to decline Investment transfers to or from investment providers located outside the EEA or in jurisdictions that are not deemed EEA-equivalent.

37. Margin Accounts

37.1. The minimum Transaction size for Equities trading is one share or one unit of a Financial Instrument.

37.2. Equities Accounts offered by the Company are subject to Leverage ("Margin Accounts") allowing Clients to trade Equities and other approved Equities with borrowed funds. This margin facility is extended through our Execution Venues and is subject to their Margin Requirements and policies.

37.3. The Leverage available on Equities Margin Accounts determines the Client's daily Buying Power Ratio relative to their Account Equity. The available Leverage is as follows:

(a) Cash Account (Leverage 1:1), means your daily Buying Power is equal to Your Account Equity and no borrowed funds are involved.
(b) Margin Account (Leverage 1:2), means Your daily Buying Power is twice the value of Your Account Equity.
(c) Margin Account (Leverage 1:4), means Your daily Buying Power is four times greater than Your Account Equity.
(d) Margin Account (Leverage 1:6), means Your daily Buying Power is six times greater than your Account Equity.
(e) Margin Account (Leverage up to 1:20), means You are allowed to trade with Buying Power up to twenty times greater than Your Account Equity.

37.4. When a Client opens an Equities Trading Account, the Leverage rate is set according to the Trading Account type. Clients may request a different Leverage level, subject to the Company's approval.

37.5. By using a Margin Account, you agree to comply with all applicable Margin Requirements, as outlined in this Agreement.

37.6. The Company continuously monitors Leverage levels and may adjust margin rates, restrict trading, or take other risk-management measures if a Trading Account remains excessively leveraged after Trading Hours. If a Client's margin level falls below the required threshold, a margin call will be issued, requiring additional funds or equities to be deposited within a specified timeframe. If the Client fails to meet the margin call, we reserve the right to close part or all Open Positions without prior notice to restore the required margin level. Any costs incurred as a result of such adjustments shall be payable by the Client. While the Company will make its best efforts to notify the Client in advance of

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such actions via automated platform alerts and/or email, Clients remain responsible for monitoring their Trading Account and ensuring compliance with Margin Requirements.

37.7. Cash Accounts may enter a negative balance under certain conditions, including but not limited to:

(a) Commissions or fees applied the following day after trading,
(b) When engaging in short selling where potential losses are unlimited as stock prices can rise indefinitely, or
(c) Extreme market volatility where losses exceed available funds.

You acknowledge that you are fully responsible for any resulting negative balance, and we reserve the right to recover such amounts in accordance with this Agreement.

37.8. Financing Fees shall be charged daily on open positions kept overnight on any borrowed funds, in accordance with the financing fees schedule available on our Website. Clients are responsible for all applicable Financing Fees, and other related charges. We reserve the right to adjust Financing Fee rates and other fees based on market conditions or the policies of our Execution Venues, ensuring disclosure on our Website.

37.9. We reserve the right to adjust, restrict, or terminate margin trading at any time and to modify margin rates and collateral requirements without prior notice. Additionally, we may restrict specific Equities from Margin trading or request further documentation as part of our risk management and compliance procedures.

37.10. In this respect, Leverage may not be available in respect of all Equities. The availability of an Equity for Margin trading is determined by the Company in accordance with its risk management and execution arrangements, taking into account factors including, but not limited to, the liquidity and trading activity of the relevant Equity, market conditions, instrument characteristics and any applicable requirements or restrictions of the Company's Execution Venues. Margin eligibility is subject to ongoing review and may be amended, restricted or withdrawn at any time. An Equity that is not eligible for Margin trading may only be traded using available Account Equity.

37.11. Options available under Equities Accounts are not subject to Leverage or Margin. For Options, all trades are conducted on a 1:1 basis, meaning that your Buying Power is limited to your Account's Equity without the use of borrowed funds.

37.12. You acknowledge and agree that any cash balances, Equities, or other eligible financial instruments held in your Trading Account may be treated as collateral to secure your obligations arising from Margin trading, including but not limited to Margin Requirements, Financing Fees, commissions, losses, and any other amounts due to the Company under this Agreement.

37.13. The Company may apply valuation adjustments, discounts, or **"**haircuts**"** to Equities or other financial instruments used as collateral, based on factors including liquidity, volatility, concentration, issuer risk, and prevailing market conditions. Collateral eligibility and valuation may be amended at any time, including intraday, in accordance with the Company's risk management policies and the requirements of its Execution Venues.

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37.14. To the extent permitted by applicable law and the Client Assets Rules, you consent to the Company's limited right of use of client assets provided as collateral for Margin purposes, including the right to pledge or otherwise use such assets to secure the Company's obligations arising in connection with Margin trading or hedging arrangements. Any such use shall be subject to applicable regulatory requirements and shall not affect your beneficial ownership of the relevant assets.

37.15. Where You fail to meet any Margin obligation or any amount becomes due and payable under this Agreement, the Company may, without prior notice and without prejudice to any other rights, realise, liquidate, or apply any collateral held in your Trading Account and exercise rights of set-off or combination of accounts to satisfy Your obligations.

38. Settlement

38.1. Your Security investments will settle on a T+1 basis, in accordance with the standard settlement cycle applicable in the European Union. The settlement date cannot be changed once you offer to enter into a Transaction.

38.2. If a company goes bankrupt or is delisted from the respective stock exchange, we may attempt to obtain prices for the instrument on the over-the-counter (OTC) market. If this is not possible, you shall be informed that your Open Positions in shares of this company shall be closed, and you agree to the closing prices.

38.3. We reserve the right to delay a withdrawal beyond its standard processing time in rare cases of significant market downturns, where it is necessary to wait for the settlement of positions before processing the withdrawal request. You will be notified accordingly if such a delay occurs.

39. Interest, Voting Rights, Corporate Actions and other

39.1. If a Financial Instrument is affected by a Corporate Action, We reserve the right to take actions as these are stated in Clause 8.15 herein.

39.2. You shall be entitled to receive dividends, distributions declared by the issuer of the share, or any other rights associated with shares held in your Equities' Trading Account, subject to applicable withholding taxes and any administrative fees charged by the Company. Dividends will be credited to your Trading Account one (1) business day after the official dividend pay date, upon receipt from the issuer or the custodian. In relation to short positions, your Trading Account will be debited for the gross dividend amount on the Ex-Dividend Date.

39.3. The withholding tax rate applied on dividends varies depending on the specific share and the tax treatment applied by the Company's custodian., ranging from 0% to 35%.

39.4. Dividends are always paid in cash in Clients' Trading Account, after the deduction of applicable withholding taxes and they are not automatically reinvested. Clients who wish to reinvest their dividends credited, may do so manually by placing a new order to purchase shares.

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39.5. Clients may participate in Corporate Actions, including voting for shareholder matters, for shares held in their Equities Trading Account. When a vote, tender offer, or other Corporate Action is announced, an initial notice email is sent to all holders of the affected shares. If a Client wishes to participate, they will have to submit their voting by the deadline provided in the notice.

39.6. The Company combines all votes received from its Clients and submits a single vote through www.ProxyVote.com, based on the majority vote. This means you cannot vote directly or attend meetings yourself.

39.7. The Company does not guarantee that all Corporate Actions will be available for participation, and the ability to participate may depend on the Company's Custodian, the issuer, or other factors beyond the Company's control.

40. Equities Promotions

40.1. The following promotions are exclusively available to Clients opening Equities Trading Accounts after **10th September 2024**:

(a) **Commission-Free Trading**: Clients who open and are approved for an Equities Trading Account with a minimum deposit of $3,000 are eligible for commission-free trading until their total trading commissions reach $100.

(b) **Free Stock and Commission-Free Trading:** Clients who open and are approved for an Equities Trading Account with a minimum deposit of $10,000 will receive a free stock valued between $80 and $120. The value of the free stock will be eligible for withdrawal immediately.
These Clients will also qualify for commission-free trading until their total trading commissions reach $100.

(c) **Real-Time Data Feeds:** Clients approved for Equities Trading Accounts are eligible to receive Level 1 Real-Time Data Feed free of charge.
If a Client wishes to upgrade to Level 2 Real-Time Data Feed (which includes Level 1), they may request this directly, subject to a monthly fee of $15.10.

41. Refer a Friend Program

41.1. The Refer a Friend Program is available to all existing Clients who hold an Account with the Company. Clients can access their unique referral link within their personal Client Area, which must be used to refer new Clients under this Program.

41.2. To qualify for the referral fee, the referred Client (**Referee**) must:

(a) Open an Equities Trading Account with the Company;
(b) Deposit a minimum of $1,000, either in a single transaction or through multiple deposits;
(c) Not withdraw the exact amount of total deposits made within the first thirty (30) days of reaching the $1,000 deposit threshold.

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41.3. Account opening for Referral remains subject to the Company's onboarding process, including identity verification, the appropriateness test, and assessment against the Company's target market criteria.

41.4. The referring Client (**Referrer**) will receive a $150 referral fee for each successful Referee, provided that all referral requirements outlined in Clause 41.2 above are met. The referral fee is freely withdrawable and may be used at the Referrer's discretion. The referred Client (**Referee**) will also receive a $50 referral fee, which is freely withdrawable and may be used at the respective Clients' discretion. Both referral fees will be credited to the respective Client's trading accounts seven (7) days after the date of the Referee's first deposit, into their trading account, subject to the applicable requirements of this Program.

41.5. Each Referrer may earn a referral fee for up to five (5) Referrals per calendar month. No referral fee will be paid for any additional referrals exceeding this limit within the same month.

41.6. We reserve the right to monitor and review all referral activity to ensure compliance with these terms. In cases of suspected abuse, fraudulent activity, or non-compliance, we may refuse, withhold, or revoke any referral fee without prior notice.

41.7. We reserve the right to amend, suspend, or terminate the Refer a Friend Program at any time at our sole discretion.

42. Risk Warnings

42.1. Using our Equities Trading Services involves certain risks, including the potential for changes in the value of your investments over time.

42.2. Trading on Margin involves significant financial risk, including the possibility of losing more than your initial investment. Using Leverage amplifies both potential gains and losses, as losses can exceed the original capital you invested.

42.3. If the value of your Equities falls below the required Margin level, you may receive a Margin Call, requiring you to deposit additional funds or sell Equities to restore compliance. Failure to meet a Margin Call may result in the forced liquidation of your Equities at our discretion, and you will remain liable for any remaining deficit.

42.4. Equities held in Margin Accounts may be used as collateral to secure Client's margin obligations. The Company assumes no liability for losses resulting from forced liquidations, changes in Margin Requirements, or market fluctuations affecting the Margin Account. Clients remain fully responsible for monitoring their Trading Account status, maintaining sufficient Margin, and ensuring compliance with all applicable trading and funding requirements.

42.5. For a more detailed explanation of the risks involved, please refer to our General Risk Disclosure available on our Website which provides a broad overview of risks associated with our products and

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Services. You should ensure that the Services or Transactions are suitable and appropriate for your specific circumstances.

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Definitions

43. General Definitions

"**Abusive Trading**" shall refer to any manipulative, deceptive, or unfair trading practices that seek to exploit market conditions, mislead market participants, or gain an improper advantage in violation of applicable regulations and the Company's trading policies. This includes, but is not limited to, market manipulation, insider trading, spoofing, layering, wash trading, front-running, quote stuffing, or excessive and abusive use of latency arbitrage strategies.

"**Account Currency**" shall mean the Trading Account's monetary unit in which Balance, commission fees and payments are nominated and calculated;

"**Account**" shall mean a unique profile opened with ColmexPro in your name for trading purposes and may include one or more Trading Accounts. Any entries in that Account shall only be made upon the performance of the subject matter of this Agreement;

"**Active Trading Account**" shall mean a Client's Trading Account in which any of the following has been performed:

(a) Any login to the Trading Account or Client Area;
(b) Deposit or withdrawal; and
(c) Placement of transaction.

"**Agreement**" shall have the meaning set out in Clause 2.1 therein;

"**Applicable Laws**" shall mean:

(a) The CySEC Rules or any other rules of a relevant regulatory body,
(b) The rules of a relevant market or clearing house, and
(c) Other applicable laws, rules and regulations, as in force from time to time, as applicable under this Agreement.

"**Application Form**" shall mean the application form completed by the Client to apply for ColmexPro's Services and open an Account under the scope of this Agreement which enables ColmexPro to collect, among other things, information required for the Client's identification, due diligence, categorisation, Appropriateness Assessment and Target Market Assessment;

"**Appropriateness Assessment**" shall mean ColmexPro's assessment whether you have the necessary knowledge and experience to understand the risks involved in relation to certain investment products offered via our Services;

"**Ask Price**" shall mean the price at which you may buy an investment product;

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"**Balance**" shall mean the funds that are not blocked as collateral for open positions, therefore it is the total available balance on the Trading Account minus the Margin;

"**Business Day**" means any day other than Saturday, Sunday and a public holiday in Cyprus;

"**Buying Power Ratio**" shall mean the buying power for Equities: Intraday (1:1 – 1:6) and Overnight (1:1 – 1:2). Buying power depends on the clients' Trading Account type. The buying power of retail clients trading in CFDs is determined by the Underlying Asset according to the regulatory requirements imposed to the Company by CySEC. The buying power of Elective Professional clients trading in CFDs will be determined by the Underlying Asset and Assessment of Appropriateness Test according to the regulatory requirements imposed to the Company by CySEC.

"**Client**" shall mean a Prospect Client who has been accepted by us successfully passing the Application Form and we have provided them with full access to the Trading Platform and our Services;

"**Client Area**" shall mean the secured, personalized online portal provided by the Company, through which the Client can access their Account information, manage funds, submit documents and other account-related activities.

"**Client Assets Rules**" shall mean the provisions of Applicable Laws that relate to the assets received and held by Cyprus investment firms on behalf of clients.

"**Client Funds Rules**" shall mean the provisions of Applicable Laws that relate to the funds received and held by Cyprus investment firms on behalf of clients.

"**Conflicts of Interest**" shall mean our Conflicts of Interest Policy which outlines potential conflicts of interest with clients and explains the organizational and administrative measures we have in place to manage these conflicts. These measures ensure that we can reasonably prevent any risk of harm to clients resulting from such conflicts;

"**Contract Specifications**" shall mean the principal trading terms applicable to Financial Instruments (such as spreads, swaps, Lot Sizes, Initial Margin, necessary margin, hedged margin, minimum levels for placing stop-loss, take-profit, and limit orders, financing fees, and other charges) for each type of Security and/or CFD offered by the Company, as determined and updated by the Company from time to time;

"**Corporate Action**" shall mean a decision or event initiated by a public traded company that affects the securities (such as stocks) issued by that company. Corporate Actions can be include events such as stock splits, dividends, mergers and acquisitions, and bankruptcies;

"**Credentials**" shall mean the username and password given by the Company to the Client for accessing the Company's systems and/or Platform(s);

"**Critical News**" shall mean any market-moving announcement, economic data publication, geopolitical event, regulatory update, or other significant occurrence that has the potential to cause high volatility, liquidity shortages, or abnormal price fluctuations in financial markets.

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"**CRS**" shall mean the Common Reporting Standard of the Organization for Economic Cooperation & Development (OECD).

"**CySEC Rules**" shall mean Rules, Circulars, Directives, Regulations, Guidance notes of CySEC, as in force and/or as these may be amended from time to time;

"**CySEC**" shall mean the Cyprus Securities and Exchange Commission, which is ColmexPro's Supervisory Authority/Regulator and/or any other successor body;

"**Demo Account**" shall mean a 'virtual trading account' designed to closely simulate a real trading account environment based on actual market conditions. This type of account is offered by the Company to the Clients and/or prospective Clients, in order for them to test their trading skills prior to opening a real Trading Account. It should be noted that dormant/inactive Demo Accounts shall be automatically deleted within 29 (twenty-nine) days of inactivity without prior notice of termination to the Clients and/or prospective Clients.

"**Durable Medium**" shall mean any tool or device that enables the Client to store information in a manner accessible for future reference, for a period sufficient to serve the purpose of the information, and ensure that the stored information can be reproduced without alteration;

"**Equity**" shall mean the Balance, plus any profit from any Open Positions (Floating Profit) or minus any loss from any Open Positions (Floating Loss), and shall be calculated as: Equity = Balance +/- Floating Profit/Loss;

"**Event of Default**" shall mean:

(a) any event beyond our control occurs in the country in which you usually are resident, which, at our sole discretion, makes it desirable for the protection of ColmexPRo to treat the same as an Event of Default;
(b) You die, you become of unsound mind or are unable to pay your debts as they fall due;
(c) any event of default (howsoever described) occurs under any other agreement between us.
(d) any sum due and payable to us is not paid in accordance with this Agreement or otherwise when due;
(e) any termination or suspension or loss of any relevant regulatory authorisation;
(f) we consider it necessary or desirable for ColmexPro's protection or to prevent what we think is or might be a violation of any Applicable Law, or good standard of market practice or any action is taken, or event occurs which we consider might have a material adverse effect on your ability to perform your obligations under this Agreement;
(g) You act in breach of any warranty or representation made under this Agreement or any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or become untrue or misleading;

"**Execution Venue**" shall mean a Regulated Market, a Multilateral Trading Facility (MTF), a Systematic Internaliser or a Market Maker or other Liquidity Provider or an entity that performs a similar function in a third country to the functions performed by any of the foregoing;

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"**FATCA**" shall mean the Foreign Account Tax Compliance Act.

"**Financial Instruments**" shall mean the financial instruments as these are defined in the Third Part of Appendix I of Law 87(I)2017;

"**Floating Profit/Loss**" shall mean profit/loss on Open Positions calculated at the current Quotes;

"**Force Majeure**" shall have the meaning set out in Clause 20 therein.

"**Initial Margin**" shall mean the necessary Margin required by the Company so as to open a position.

"**Leverage**" shall mean the ratio in respect of Transaction size and initial Margin. 1:30 ratio means that in order to open a position the initial Margin is thirty (30) times less than the Transactions size. The Company defines the Leverage that the Client can use on their Trading Account as a Buying Power.

"**Market Rules**" shall mean the rules, regulations, customs, and practices established by any exchange, clearing house, or other relevant market entity that govern the conclusion, execution, terms, or settlement of a transaction or contract. This also includes any powers or authority exercised by such entities as conferred upon them from time to time.

"**Margin**" shall mean the amount of funds required in your Trading Account to open or maintain a position.

"Margin Level" shall mean the ratio of your Equity to the used Margin, expressed as a percentage, used to assess the health of your Trading Account.

"Margin Requirement" shall mean the minimum amount of funds required to open or maintain a specific position, expressed as a percentage of the position size.

"**MiFIR**" shall mean the Markets in Financial Instruments Regulation.

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

"**Order**" shall mean an instruction from the Client to trade in Financial Instruments.

"**Payment Instruction**" shall mean any instruction on Your Account for a deposit and/or withdrawal.

"**Pending Order**" shall mean any order that has been accepted by ColmexPro but not yet executed.

"**Power of Attorney**" shall mean a legal document that grants the authority to a third party to act on behalf of the Client in any business relationships with the Company.

"**Prospect Client'** shall mean a client who has initiated the Account registration process and who has agreed to the terms of this Agreement but has not yet completed the full client acceptance process. A Prospect Client is not yet accepted by the Company and does not have access to our Services.

"**Equities**" shall mean stocks, exchanged-traded funds (ETFs), options and any other instruments offered for trading by the Company under an Equities Account, as specified in this Agreement.

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"**Services**" shall mean the services we provide for trading CFDs and/or Equities as specified in Clause 3.

"**Scalping**" shall mean a speculative type of trading where the opening and closing of a position is executed within a very short timeframe (e.g. five minutes or less).

"**Sell-only Limitation**" (close only limitation) shall mean a limitation, where your ability to open new positions or place new Buy orders is restricted or disabled.

"**Target Market Assessment**" shall mean an assessment performed by the Company, in accordance with Applicable Laws, designed to identify and asses clients, in ensuring that Financial Instruments and services are compatible to them based on their needs, characteristics and objectives.

"**Trading Account**" shall mean a personal Trading Platform account opened under a client's Account for conducting trading activities and related transactions. Any entries in the Trading Account(s) shall only be made upon the performance of this Agreement.

"**Trading Hours**" shall mean the regular trading session hours available for a Financial Instrument on a specific exchange or market centre.

"**Trading Platform**" shall mean any platform trading facilities offered by ColmexPro, such as MetaTrader 4 (MT4), Colmex Pro MultiTrader and Colmex Pro 2.0 platforms, including (but not limited to) web and mobile versions, which are used by the Client in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

"**Transaction**" shall mean any type of transaction performed in the Trading Account including but not limited to purchase and sale transactions involving Financial Instruments, deposits, withdrawals, dealings with open traders or closing trades.

"**Transaction Size**" shall mean the number of units held in a stock or a CFD.

"**Used Margin**" shall mean the blocked Margin required by the Company to maintain open positions and Pending Orders.

"**Website**" shall mean ColmexPro's website www.colmexpro.com and/or any mobile application or website provided by ColmexPro which may be accessed by the Client;

44. CFD-Specific Definitions

"**Contract for Difference**" or "**CFD**" shall mean a Financial Contract for Difference on spot Forex, stocks, securities indexes, precious metals, virtual currency or any other commodities available for trading

"**Currency Pair**" shall mean the quotation of the relative value of a currency unit against the unit of another currency in the foreign exchange market.

"**EMIR**" shall mean the European Market Infrastructure Regulation.

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"**Cryptocurrency**" shall mean any digital virtual currency used as an underlying instrument on which the CFD is based;

"**Lot Size**" shall mean the standardized quantity of a financial instrument that is traded in a single transaction. The lot size varies depending on the asset class and market, with common lot sizes including one share for equities, a fixed number of units for forex and commodities, or a predefined contract size for derivatives such as CFDs and options.

"**Long Position**" shall mean the purchase of a Financial Instrument by you;

"**Market Hours**" shall mean the time span of trading on the financial markets as indicated on the Website. During those market hours, the Client shall have the right to place orders for execution for those Financial Instruments whose exchanges are open for trading;

"**Minimum Order**" shall mean the minimum number of units of the financial instruments for which we give quotes;

"**Underlying Instrument**" shall mean the underlying asset in a CFD which may be Currency Pairs, Metals, Stocks, Indices, Commodities, Futures or other instrument, asset or factor whose price or values provides the basis for us to determine our price for a market or as determined by the Company from time to time and made available on its Website.

"**Principal**" shall mean that ColmexPro acts as a Principal when it is the execution venue with respect to the execution of the Client's orders.

45. Equities -Specific Definitions

"**Agent**" shall mean that the Company acts as an Agent in relation to Equities (Shares & Depository Receipts), Exchange traded products (Exchange traded funds, exchange traded notes, Futures etc.), and Options for which orders are routed and executed via Execution Venues in a third country (United States) and traded on regulated execution venues.

"**Currency Quotes on Financial Instrument**" shall mean the currency per unit of the Financial Instruments provided by the Company. All of the Currency Quotes on Financial Instrument by are quoted in U.S. dollars.

"**Custodian**" shall mean a bank or financial institution providing custody services in respect of a particular market or jurisdiction, on behalf of ColmexPro;

"**Investment**" shall mean any share, options and exchange traded funds (ETFs) in respect of which we offer to deal in Transactions.

"**Financing Fees**" shall mean a daily charge applied by the Company in relation to open positions kept overnight. Financing Fee may include, without limitation, interest related to the use of borrowed funds and additional charges for positions exceeding certain risk thresholds.

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