



**PHOENIX**MARKETSPOLICY

**Terms & Conditions**



# Terms & Conditions Policy

Version 1.0

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## Terms & Conditions Policy

### Introduction and general disclosure

The English version of these Terms and Conditions (also referred to as the Agreement) is entered into between:

WGM Services Ltd. (hereinafter referred to as 'WGM', the 'Company' or the 'Firm') is a private company limited by shares and incorporated (Certificate of Incorporation No. HE 256991) in the Republic of Cyprus. Our registered office is 11, Vyzantiou, 4th Floor, Strovolos 2064, Nicosia, Cyprus and we are authorized and regulated by the Cyprus Securities & Exchange Commission CYSEC number 203/13. This can be checked through the CySEC register by visiting the CySEC's website <https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/37571/> or by contacting the Cyprus Securities & Exchange Commission at 27 Diagorou Str. CY-1097 Nicosia, Telephone: +357 22506600, Fax: +357 22506700: and

You (the "Customer" or "Client") who has successfully completed the application and registration to open a Trading account with us via our website <https://www.phoenixmarkets.com/>. This agreement comprises the primary legal agreement between you and us for the Services we provide to you as described herein.

We do not offer investment advice, portfolio management, legal, tax or any other advice to any client. Where we issue technical or other market analysis, this is not directed and does not have regard to the investment objectives or specific circumstances as any form of investment advice or recommendation.

**We offer our services through Electronic Trading Platforms. We owe a duty of best execution in our Order execution Policy. You trade with us as your counterparty. We are the principal to your transactions and not as agent on your behalf or in any other capacity, as is further explained in our Order Execution policy. We disclose the conflicts that may arise, as well as how we manage such conflicts and best execution in our Conflicts of Interest Policy.**

In promoting and marketing of our services, we may engage affiliates or introducing brokers. The activities of such affiliates and introducing brokers are solely to introduce you as a potential client to us. They are not permitted to offer any form of investment advice, legal advice, inducements, recommendation or portfolio management to you or to handle any of our funds.

We reserve the right and are entitled at any time and upon our sole discretion to restrict jurisdiction and consider that as banned countries in terms of engagement with actual or prospective clients.

### Acknowledgement

This Agreement is entered to between you and us electronically.

We have made available to you our Risk disclosure statement on [https://www.phoenixmarkets.com/doc/regulation/policies/risk\\_disclosure.pdf](https://www.phoenixmarkets.com/doc/regulation/policies/risk_disclosure.pdf). By entering into this Agreement, you acknowledge, agree and accept that you have read and understood this risks related to Contracts for Difference. You can never lose more than the funds deposited in your trading account with us, you run the risk of potentially losing all such funds and any accumulated profits from trading with us.

For all enquiries and other clarifications you may require in relation to this agreement and the services we provide, please contact our Customer support department on our contact us page or via Live Chat.

This Agreement has full legal effect, as if it was personally signed by you.

### 1. Definitions and interpretation

1.1 This Agreement which also includes and incorporates by reference the schedules hereto and any other schedules for the provision of certain Services (as defined below), which you may request us to provide to you from time to time (the "Schedules"), sets out the terms on which we are willing to act for you. This Agreement supersedes any previous agreements (or Terms and Conditions of Trading) between you and us on the same subject matter. This Agreement shall apply to all



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transactions contemplated under this Agreement, provided that in the event of a conflict between this Agreement and any other specific agreement between you and us that may govern any specific transaction, made between you and us, such other specific agreement shall prevail but only in relation to such specific transaction.

1.2. In this Agreement, unless the context requires otherwise:

- References to “we”, “us” and similar expression are reference to WGM Services Ltd and/or where the context so admit any relevant associated Firm;
- Words denoting the singular shall include the plural and vice versa;
- References to “persons” will include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium partnership (whether or not having separate legal personality)
- Any reference to an enactment, statutory provision, rule or regulation is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- References to “writing” will include the transmission of text electronically
- Where general words are followed by the expression “including”, “for example” or “such as” and specific examples are given the interpretation of the general words will not be limited to the examples given;
- This Agreement and any present or future amendments or Schedules thereto, are constructed in the English language. In case of differences between this document and any translation of it, the English version will prevail at all times;
- Headings are for convenience only and will not affect the construction of this Agreement.

**“Accepted Currencies”** mean the currencies we accept for the purpose of your Account and Trading with us and include as at the date hereof USD/EUR/GBP;

**“Account”** (or **“Trading Account”**) means the trading account or accounts you hold with us for the purposes of trading at any Electronic Trading Platform and designated with a particular account number specific to you as our Client;

**“Applicable Laws and Regulations”** means the following, without limitation, as may be amended from time to time:

- I. The markets in financial Instruments Directive (MiFID) of the European Union;
- II. The Investments services and Activities and Regulated Markets Law 144(I) of 2007 of the Republic of Cyprus;
- III. The rules, regulations, statements of principle, directives, circulars, guidance and guidance notes issued by CySEC, the European Securities and Markets Authority (ESMA) or of any other relevant competent authority having jurisdiction over the activities of the Company;
- IV. All statutory and other requirement relating to anti-money laundering and the prevention of financial crime applicable to WGM Service Ltd
- V. The sanctions;
- VI. All anti-bribery laws and regulations applicable to WGM Services, including with respect to Politically Exposed Persons
- VII. The Market Abuse Directive as transposed into Cyprus domestic legislation and Market Abuse Regulation of the European Union
- VIII. The Processing and Personal Data (Protection of Individuals) Law 138(I) of 2001 of the Republic of Cyprus (Data Processing Law)
- IX. Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (referred to as “EMIR”)
- X. Distance Marketing Consumer Financial Services Law of the Republic of Cyprus
- XI. All rules, regulations and by-laws of relevant Exchange, clearing organization and/or self-regulatory organization; and
- XII. All other applicable laws and regulations of the Republic of Cyprus and any other relevant jurisdiction, to which we are directly subject or to which we are indirectly subject die to application of such provisions to any member of our Group or an Associate or their applicability to any Transaction or Trade, including any relevant intergovernmental agreements.



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**“Ask Price”** means in the two way Price we offer for each CFD, the higher price at which you as a client may “Buy” the CFD, the lower Price being the “Bid” Price, as described further.

**“Authorized Person”** means another individual which you may authorize to trade on your Account, this relationship is documented through a Power of Attorney, a copy of which is held by the Firm.

**“Balance”** means the funds in a trading account that are available for withdrawal.

**“Balance Currency”** means the currency that the trading account is denominated in. It should be noted that all charges including spreads, commissions and swaps, are calculated in that currency.

**“Base Currency”** means the first currency represented in a currency pair, for example in the EURUSD currency pair the base currency is the EUR.

**“Bid Price”** means in the two way price we offer for each CFD, the lower price at which you as a client may “sell” the CFD, the higher Price being the “Ask” Price, as described further.

**“Client Money Rules”** means the rules and directives of CySEC in relation to handling Client Money, including Part VI of Directive DI144-2001-01 of 2012 of CySEC for the Authorization and Operating Conditions of the Cyprus Investment Firms and/or any successor or supplementary regulations.

**“Contracts for Difference” or “CFDs”** are derivatives, whose value depends on an underlying instrument, where the underlying instrument may be a foreign exchange or any Financial Instruments; a full list of the financial instruments is available online at <https://www.phoenixmarkets.com/trading/accounts/range-of-markets/>

**“Corporate Action”** means the occurrence of any of the following (without limitation) in relation to the issuer of any relevant underlying Financial Instrument:

- a) Any rights, scrip, bonus, capitalization or other issue or offer of the Financial Instrument (such as shares) of whatsoever nature or the issue of any warrants, options or giving the rights to subscribe for the Financial Instrument
- b) Stock splits and reverse splits
- c) Acquisition or cancellation by the issuer of a Financial Instrument issued by it
- d) Reduction, sub division, consolidation or reclassification of the Financial Instrument
- e) Any distribution of cash (including dividends or coupons) to the holders of the Financial Instrument
- f) A take-over or merger offer
- g) Amalgamation or reconstruction affecting the Financial Instruments concerned; and
- h) Any other event which has a diluting or concentrating effect on the market value of the underlying Financial instrument

**“CySEC”** means the Cyprus Securities and Exchange Commission of the Republic of Cyprus.

**“Declared Price”** means the price that the client requested for either an instant execution or pending order

**“Electronic Service”** means a service provided by us, for example, an Internet trading service offering client access to information and trading facilities, via an internet service and/or electronic order routing system.

**“Electronic Trading Platform”** means electronic or mobile trading platform which we make available to you for the purposes of effecting Transactions with us through our website <http://www.phoenixmarkets.com> and includes at the date hereof the Phoenix trading Platform, Phoenix Mobile trader, the MT4 Trading Platform and the Sirix Web trader.

**“Equity”** means the balance of your Account with us as adjusted by the addition or any unrealized profit and loss resulting from you open positions under your Transactions with us.



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**“Exchange”** means any exchange, regulated market, multilateral trading facility, trading system or association of dealers in any part of the world (and included their successor bodies) on or through which Financial Instruments or assets underlying, derived from or otherwise related directly or indirectly to Financial Instruments are bought and sold.

**“Financial Instrument”** means any financial instrument defined as such in Annex 1, Section C of MiFID, such as stock, Share, Bond, Exchange traded fund, indices with respect to any other underlying instruments or stock markers (including volatility indices), Futures contracts, forwards, options, commodities, exchange rates, interest rates or any other financial instrument including Bitcoins, which we may offer or be authorized by CySEC to deal in from time to time.

**“Force Majeure Event”** means any event or circumstance outside of the control of WGM Service Ltd, including by not limited to:

- a) Natural disasters including floods, earthquakes, hurricanes, fires.
- b) War riots, acts of terrorism, turmoil or civil unrest or major upheaval.
- c) Changes to the Applicable Laws and Regulations or other acts or regulations of any governmental, semi-governmental or supernatural organization which effect the ordinary functioning of WGM Services Ltd
- d) Technological disasters, including any circumstances which have material adverse effects on servers, systems or technology used by WGM Services Ltd and which are outside the reasonable control of WGM Services Ltd, including failures of power supply or internet providers or any other breakdown or failure in communications or equipment used by WGM Services Ltd in the ordinary course of their business.
- e) Failure of any broker, intermediary, custodian, execution venue, liquidity provider, price feed provider, exchange or clearing house.
- f) Any event affecting the orderly functioning of the financial markets, suspension or closure of any market or exchange, temporary suspension or halt in the dissemination of process in financial instruments by an exchange or liquidity provider, errors in the prices appearing on trading systems in relevant exchanges, unavailability or failure of any event or reference point on which we base any quotes.
- g) Any other event or circumstances which is outside our control but which results in our failure to perform our obligations under this Agreement.

**“Free Margin”** means the funds available for opening new positions with us, calculated as Equity minus Margin (Free margin= Equity – Margin)

**“Futures”** means a futures contract which gives the buyer the obligation to purchase a specific asset, and the seller to sell and deliver that asset at a specific future date, unless such contract is terminated prior to such date for any reason.

**“Good till Cancelled”** means a pending order for which the client did not specify any expiry date and time and such order shall remain valid for an indefinite period of time until fully or partially executed, or cancelled.

**“Instant Execution Order”** means an order that is executed at the price that appears on the screen at the time that the client sends the instruction for trading through WGM Metatrader4.

**“Introducer”** means any legal or natural person through whom you are introduced to us, and who is properly authorized by us to provide such introductory services to us, including introducing brokers (if any)

**“Leverage”** is the practice of using Margin in order to increase the potential return of an investment which also symmetrically increase a potential loss. Trading on leveraged capital means that you can trade in amounts significantly higher than the funds you invest, which only serves as the margin. Leverage is commonly expressed as a ratio which describes an order of magnification of your potential profits or losses in comparison with the profits or losses that you would have incurred if you traded solely with your invested capital

**“Lot”** means an order that is executed at the price that appears on the screen at the time that the client sends the instruction for trading through WGM Metatrader4

**“Margin”** means the funds required for maintaining your positions under all your Transactions collectively, at the relevant point in time



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**“Margin Stop out Level”** means the level at which we will proceed to automatically liquidate your open positions on your Trading account with us

**“Margin Level”** means the ratio of equity to Margin (Equity/Margin)

**“Market”** means a market which we, from time to time, make available for trading in CFDs

**“Market Maker”** means the entity which provides both Ask and Bid prices in a CFD or any financial Instrument

**“MiFID”** means Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments

**“Order”** means an Instruction, order, communication request, notice or demand received by us from you including when transmitted via an Electronic Service to an Electronic Trading Platform that we make available to you

**“Open position”** means any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa

**“OTC”** means Over the Counter or off –exchange trading

**“Pending Order”** means either a buy stop, or sell stop, or buy limit, or sell limit order

**“Personal Data”** means personal data and sensitive personal data, as defined in the Processing of Personal Data (Protection of Individuals) Law 138(I) of the Republic of Cyprus (“Data Processing Law”), as amended or replaced, and where you are a corporate entity, shall include personal data and sensitive personal data of any of your directors, employees, officers, agents or clients

**“Politically Exposed Persons”** or **“PEPs”** are the natural persons who are or have been entrusted with prominent public functions and immediate family members, or persons known to be close associates, of such persons within 18 (eighteen) months prior to the date of opening of the relevant Account or the date of a Transaction to which any such person is a party, as further defined in Applicable Laws and Regulations;

**“Prices”** or **“Quotes”** means our quoted Bid and Ask Prices as the context requires, at which we are willing to deal in CFDs, as these may be amended by us from time to time at our discretion

**“Services”** means

- The reception, transmission and execution of your orders in CFDs
- Our principal trading as your counterparty for all the orders you transmit to us via our Electronic Trading Platforms or otherwise for execution
- The Margin and Leverage we permit to you for your trading with us, on the basis and terms of our Leverage and Margin Policy.
- All other services and ancillary services that we may provide in accordance with the terms of our license and in connection with you trading with us.

**“Spread”** means the difference between our Bid Price and our Ask Price for the same CFD.

**“Statement”** means a written confirmation in relation to your transactions with us and any charges which we may apply

**“System”** means all of the Clients computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to receive the Services.

**“Stop Loss”** means an instruction that is attached to an instant execution or Pending order for minimizing loss





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“**Take Profit**” means an instruction that is attached to an instant execution or Pending order for securing profit

“**Trading Account**” means the account, which has a unique number, maintained by a client for the purpose of trading Financial Instruments through WGM trading platform(s).

“**Trading Platform**” has the same meaning as Electronic Trading Platform and included both electronic and mobile trading platforms

“**Value date**” means the delivery date of funds.

“**Variable Currency**” means the second currency represented in a currency pair, for example in the EURUSD currency pair the variable currency is the USD

“**Website**” means <https://www.phoenixmarkets.com/>

1.2.1. A reference in this Agreement to a “clause’ or “schedule’ shall be construed a reference to, respectively, a clause or Schedule of this agreement, unless the context requires otherwise.

1.2.2. References in this Agreement to any statute or statutory instrument or Applicable laws and Regulations include any modification, amendment, extension or re-enactment thereof.

1.2.3. A reference in this Agreement to “document” shall be construed to include any electronic document.

1.2.4. The masculine includes the feminine and the neutral as the context admits or requires.

1.2.5. Headings are used for ease of reference and shall not affect the interpretation of the provisions of any clause.

1.2.6. In this Agreement we refer to trades, and Transactions interchangeably. Reference to opening positions and closing positions shall be construed as referring to trading activity with us via any one or more of our Electronic Trading Platforms.

**1.2.7. The English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.**

1.3. Schedules.

1.3.1 The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Transactions.

1.3.2. Terms which are included in the Schedules to this Agreement apply in addition to the provisions contained herein, provided however that in the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail.

## 2. Scope of the agreement and Provision of services

2.1. Subject to the terms and conditions hereof, WGM Services Ltd may provide Services to you.

2.2. Please note that we are not authorized by CySEC to provide investment advice and portfolio management services, therefore, such services are not covered by this Agreement.



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2.3 Any statement, comment or opinion, including any statement, comment or opinion posted on any website, made or posted by us, our employees authorized representatives or agents or generally any statement, comment or opinion made by any person in respect of us or the Services which we offer or provide from time to time, whether such statement is made before or after acceptance by you of this Agreement, should not be construed as investment or other advice and shall not be deemed to be incorporated into this Agreement or otherwise have any contractual effect.

2.4. We deal on an execution only basis and we do not advise on the merits of particular transactions, their taxation, legal or other consequences.

2.5. All orders, Transactions and trades transacted by you with us over the internet using our Electronic Trading Platforms (including any trades made by Authorized persons) are governed by the provisions of this Agreement and any other documents referred to in this Agreement. References in this Agreement to “orders” shall be construed as references to orders placed by you and references to “transactions” and “trades” shall be construed as references to transactions and trades effected through our Electronic Trading Platforms.

2.6. By accepting the terms of this Agreement you hereby acknowledge that you have read and understood the documents included on our website. Specifically you acknowledge that you have read, understood and consent to the terms of this Agreement, Conflicts of interest policy, Execution Policy, client Categorisation, complaints policy, Investor Compensation Fund, Leverage Policy and Risk disclosure Statement, the terms of all are which incorporated herein by reference and constitute an integral part hereof.

### 3. Compliance with applicable laws and regulations

3.1. This agreement and all order and Transactions are subject to Applicable Laws and Regulations so that: (i) If there is any conflict between this Agreement and any Applicable Laws and Regulations the latter will prevail; (ii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations; (iii) all Applicable Laws and Regulations and whatever we do or fail to do in order to comply with them will be binding on you; (iv) such actions that we take or fails to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable; and (v) you agree to comply with all the Applicable Laws and Regulations.

3.2. We may make any amendment to this Agreement and take any such action which we consider necessary as a result of any requirements or changes in the requirements of the Applicable Laws and Regulations or pursuant to a general or specific recommendation made by CySEC, or any other regulatory authority of relevance to the Services we provide to you. We shall use reasonable endeavours to give you notice of such actions and amendments to this Agreement. In the case in which the urgency and the importance of any requirements or changes in the requirements of the Applicable Laws and Regulations or any general or specific recommendation made by SSEC or ESMA is such that we reasonable consider this is justified, we may proceed with such actions and amendments to this Agreement with immediate effect.

3.3 If an Exchange (or intermediate broker, custodian or agent, acting at the direction of, or as a result of action taken by, an Exchange or any execution venue or a liquidity provider) or any relevant regulatory authority takes any action which affects an Order or Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to ensure compliance with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you.

3.4. Transactions between you and WGM Services may be subject to the rules and customs of an Exchange execution venue, Liquidity or price deed provider and/or any clearing house through which the Transactions are based on or executed. We may decide not to enter into a Transaction where we believe that such transaction may violate the Applicable Laws and Regulations or the rules of Exchange, execution venue or liquidity or price feed providers, as applicable.

3.5. If (a) an Exchange, a clearing house, a regulatory body or governmental authority makes an enquiry in respect of any of your Transactions or Accounts, Or (b) submission of information about you and/or your Transaction or Accounts is required or desirable under any Applicable Laws or Regulation, then (i) we may act upon such enquiry and disclose such information without your further authorization and/or confirmation: (ii) upon our request, you agree to co-operate with us and promptly to supply information requested by us in connection with such enquiry or submission. You understand that under the



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Applicable Laws and Regulations we may not be permitted to disclose to you the fact of any enquiries or disclosures made in relation to your transactions and your Accounts, and you waive any claims you may have against us for not notifying you regarding any such enquiries or disclosures.

### 4. Contracts for difference and their risk classification

Without prejudice to any other provision contained in this Agreement, you hereby represent and warrant that you understand and acknowledge the following:

4.1 CFDs are complex Financial Instruments which carry a high level of risk and are not appropriate for investors who do not possess the appropriate level of knowledge and experience to deal in them. You acknowledge and agree that you have read and understood our Risk Disclosure Statement.

4.2 CFDs are Over the Counter “OTC” derivatives and are bilateral contracts entered into between two counterparties. When you enter into any order to buy or sell a CFD on our Electronic Trading Platform, you trade solely with us as your counterparty. We are your principal to each trade that you enter.

4.3. When you trade in an OTC derivative contract such as CFD trade, the value and payment obligations in relation to these are determined with reference to the price movement of an underlying Financial Instrument or reference point. As such, when entering into a Buy Sell order for a CFD you speculate on a movement of the price of the underlying Financial Instrument. The risk of loss is exacerbated in the case in which Leverage is used for our trading CFDs. The effects of trading with Leverage are as set out in Clause 6 and in our Leverage and Margin Policy.

4.4 You agree and accept that when you enter into a CFD trade, you do not become an owner of the underlying Financial Instrument and shall not receive physical delivery of such Financial Instrument. As an owner of a CFD you will not have the right of attending and/or voting at any general meeting of the issuer of the Financial Instrument to which your CFD corresponds to. Similarly, you will not have a right to receive dividends, coupons or any other cash distributions made to the owners of such Financial Instruments. However, as set out in our Order Execution Policy, we will make positive or negative cash adjustments to your Account depending on the type of position that you hold in the relevant CFD.

4.5. The fact that OTC contracts such as CFDs are bilateral contracts entered into between two counterparties also means that when you open a position with us, you must also close the position with us. You acknowledge, agree and accept that you are not able to close the position with any other counterparty.

4.6 The execution venue which we provide and through which you can trade with us, is not in the form of an Exchange.

4.7 OTC derivative contracts such as CFDs are not centrally cleared by a clearing house. This means that when you enter into a derivatives contract, the person you will have legal rights against under the derivatives contract is, WGM Services Ltd as your Counter party under the contract. As such you take the credit risk, being defined as the risk of failure or non-payment, of WGM Services Ltd.

### 5. Capacity and client categorization

5.1. We act as market maker, meaning that we quote both Bid and Ask Prices. We are your counterparty in all Transactions and trades which you enter into with us. Except where we agree otherwise with you, we will therefore act as principal.

5.2. You represent that you act as principal and not as agent (or trustee) on behalf of someone else. Unless expressly approved by WGM Services Ltd in advance writing, you may not act as an agent or trustee on behalf of someone else.



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5.3. Unless we specifically advise you that we will treat you as a Professional Client, we will always categorize you as a Retail Client for the purpose of the Investment Services and Activities and Regulated Markets Law. You are entitled to certain Client protections stipulated in the Investment Services and Activities and Regulated Markets Law, including your ability to participate in the Investor Compensation Fund, available in the Investor Compensation Fund Document.

5.4. In cases where you request that we categorize you as a Professional Client instead of a Retail Client, we may either: (a) allow you to be re-categorized as per your request in respect of any part or all of your dealings with us, subject to any documentation and other evidence as we may require in order to verify your eligibility with respect of such re-categorization and on such terms as we may notify you of upon acceptance of your request or (b) we may, if we do not agree to re-categorize you as per your request, refuse to enable this re-categorisation.

5.5. If you do request such re-categorisation and we agree to such re-categorization, the protection afforded to you by certain CySEC rule and the other Applicable Laws and Regulations may be substantially reduced, as explained in the Client Categorization policy. You hereby represent that prior to making a request for re-categorization to the higher Professional Client category, you have read and understood the loss of protection which this entails.

5.6. In our implementation of relevant guidance notes issued by regulatory authorities, we will treat you either as Retail Client or if requested as a Professional Client.

5.7. We may use other members of our Group or third parties in undertaking work on our behalf with respect to Services we provide to you pursuant to this Agreement. The work undertaken on our behalf by such service providers may indicatively include execution of marketing campaigns, gathering and processing of client information, specialized software and IT services or other client support services. These Service Providers may be located within or outside the European Union. Where we choose to co-operate with such Service Providers, we shall do so in accordance with the Applicable Laws and Regulations. We remain at all times responsible to you for the Services provided to you, in accordance with the terms of this Agreement and irrespective of any work that may be undertaken on our behalf by such Service Providers. Except where there is a Force Majeure Event, we are responsible for the conduct of work of such Service providers in relation to the work and activities they undertake on our behalf. We shall use reputable and competent Service Providers and have in place controls as to the selection and monitoring of the performance of the work executed on our behalf by such Service Providers.

## 6. Suitability and appropriateness

### No Suitability Assessment

6.1. You acknowledge and accept that WGM Services Ltd does not provide investment advisory services or discretionary portfolio management services, and therefore that the Applicable Law and Regulations do not require WGM Service Ltd to assess suitability for its customers of the Services or Financial Instruments offered to, or demanded by, the customers.

6.2 You hereby expressly acknowledge that the CFDs product category in which you deal with through the Services provided by us, is not intended to be presented by us as suitable for you, and any comment or statement which may be made by us or any employee or agent of ours, including any Introducing Brokers, regarding such CFDs or any research disseminated by us, should under no circumstances be considered to be an investment advice and should not be received or relied upon as such.

6.3. You hereby expressly acknowledge that we provide the Services on an execution only basis and you represent to us that you understand that in the absence of negligence, breach of contract, wilful default or fraud on our part, we have no liability to you for any loss or damage suffered by you as a result of any investment made by you through the Services provided by us under this Agreement.

6.4. As we are acting on an execution only basis, when submitting an Order or when asking us to enter into any Transaction, you represent that you are solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, and experience to make your own evaluation of the merits and risks of any transaction, including a risk of losing all of your invested capital. We give you no warranty as to the suitability of the CFDs traded under this Agreement and neither have nor assume any fiduciary duty in our relations with you.



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6.5. Unless we expressly agree otherwise, we will not undertake any assessment of your needs and objectives, financial situation, and risk tolerance in relation to your Transactions.

6.6. We will not be obliged to review and will not review the Transactions you have entered into or about to enter into.

### Appropriateness Assessment – Professional Clients

6.7. If you are classified as a Professional Client and to the extent that we require under the Applicable Laws and Regulations to assess whether a Service or a Transaction is appropriate for you, we are entitled under the Applicable Laws and Regulations to assume that you have sufficient knowledge, market sophistication and experience to understand the risks involved in such Services or Transactions or types of Transactions or CFDs, and to make your own evaluation of the merits and risks of any Transaction you enter into.

### Appropriateness Assessment – Retail Clients

6.8. If you are a Retail Client, we are required by the Applicable Laws and Regulations to assess your knowledge and experience in trading in complex financial instruments such as CFDs and to assess whether such instruments are appropriate to you.

6.9. At the Account opening and registration stage you are required to provide us with information regarding your knowledge and experience, primarily with respect to trading in complex Financial Instruments such as CFDs and the use of Leverage so as to enable us to comply with our obligations under the Applicable Laws and Regulations.

6.10. The information required by is for the purposes of the appropriateness assessment may be gathered by means of a standardized questionnaire or we may require answers to questions over a conversation with you, or we may use any other method or combination of methods for the purpose of gathering such information. It is your responsibility to ensure that you provide us with complete and correct information in order to enable us to carry out the appropriateness assessment. If we consider, in our discretion, that the responses provided are insufficient or inconsistent or conflicting, we may require further clarifications as to these responses.

6.11. The purpose of the appropriateness assessment is to enable us to assess your knowledge and experience so as for us to be in apposition to reasonable determine whether complex Financial Instruments such as CFDs are appropriate for you to invest in. As such, you should consider carefully any warning which we give to you as a result of making the appropriateness assessment. If you have any questions or require any further clarifications regarding the appropriateness assessment, you should contact us for such further assistance and clarifications.

6.12. We reserve the right at any time, to require that you provide us with additional or other information for the purposes of the appropriateness assessment, even after we have confirmed successful completion of the appropriateness assessment.

This may be done in respect of (i) us verifying through supporting documentation your knowledge and experience in trading in complex Financial Instruments such as CFDs , (ii) any proposed changes to the Leverage ratios you may trade with, (iii) in respect to a change to your circumstances which has come to our attention, (iv) as part of any ongoing or bespoke monitoring activity carried out by us in compliance with Applicable Laws and Regulations, or (v) in any other circumstances in which we consider that it is reasonable or appropriate for such information to be gathered.

6.13. When carrying out the appropriateness assessment, we have the right, at our entire discretion, to determine and allocate relevant weights to the questions submitted to you and to your answers.

6.14. You hereby represent and warrant that you understand the purpose of the assessment of appropriateness that we undertake and the importance of providing us with full and correct information for this purpose. You are warned and hereby accept, that if you provide incorrect or incomplete information regarding your knowledge and experience in the investment field, this will adversely affect our ability to carry out the appropriateness assessment correctly.



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6.15. Without prejudice to any other provision contained herein, you hereby consent to the results of your appropriateness test, including any relevant voice recordings and other steps taken by you as or us as part of the appropriateness assessment, being used by us for our own purposes and being disclosed to CySEC, and any other relevant regulator or auditors where disclosure of such information's is required by them.

6.16. We cannot and will not provide you with legal or tax advice and if you consider it necessary, you should consult your own legal and tax advisors. You must obtain independent legal advice in the event you do not fully understand any terms of this Agreement or any other documents.

### 7. Money laundering, sanctions and financial crime prevention

7.1. You represent, warrant and undertake that you are now and will be at all-time compliant with all Applicable Laws and Regulations concerning money laundering, Bribery and corruption and financial crime prevention.

7.2. We are required to follow the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention (AML Laws)

7.3. We reserve the right to terminate this Agreement with immediate effect, to refuse to execute any pending orders and to freeze or block your Account and any assets thereof if:

- I. We reasonably believe that you may be acting in breach of the AML Laws; or
- II. If you refuse to provide us wither at the Account opening stage or at any subsequent state that we determine at our discretion any information about you that we require you to provide for the purposes of this Clause, including your updated proof of identity and residence; or
- III. If any of your warranties and representations contained in Clause 31 (Representations and Warranties) become untrue or misleading. We may make any report and disclose any such information, to any such person or authority which we consider necessary for the purposes of our compliance<sup>3</sup> with the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention, and may act in accordance with their instructions with respect to you, your Transaction, your Account and any information which we have regarding you and your dealings with us.

7.4. We may, where we consider this necessary in order to comply with our obligations under the Applicable Laws and Regulations related to AML Laws refuse to provide you with further explanations as to any action or refusal or failure to take any action.

7.5. We shall not be liable to you for any loss or damage which you may suffer as a result of any such action or refusal to act on our part, which we consider necessary for the purposes of our compliance with AML Laws.

7.6. If a regulatory body or other authority makes and enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly on demand supply all and any information requested in connection with the enquiry.

7.7. You specifically represent and warrant to us (to the extent applicable) that:

- a) where you are a legal person, you have made dull and genuine disclosure of all your ultimate beneficial owners and of each person who maintains a synthetic, economic, direct or indirect interest in more than 10% (or another percentage that we may deem appropriate in your circumstances) of your share capital or economic rights (including the economic rights to the transactions undertaken through us);
- b) you have provided, or you will provide, us with the information (certified as we may direct) that will enable us to establish your identity, to understand your business, economic and risk profile, including your sources of wealth, and to identify (where you are a legal person) your beneficiaries and controlling persons, as required under the Applicable Laws and Regulations, as well as to determine the nature of your intentions while entering into this Agreement;
- c) where you or any or your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom might act hereunder is a PEP, adequate disclosure of this fact has been made to us and, if during the term hereof, you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom might act hereunder becomes a PEP, you will notify us of such fact immediately;



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- d) neither you nor any of associated, nor any of your or their directors, officers, employees, agents, or underlying clients is an individual or entity that is subject to any Sanctions, or is legally or beneficially owned or controlled by, a person that is subject to Sanctions;
- e) If any information provided to us in respect of yourself changes in any material respect, you will immediately notify us of such change. You understand that your Account and any assets thereon may be frozen or blocked at our sole discretion and any Services provided hereunder may be suspended, pending collection by us of full and correct information regarding your status;
- f) you will not use our Account on behalf of any third party and you agree and accept that your Account and any assets thereon may be frozen or blocked at our sole discretion to the extent any such assets are held with, transferred or delivered to, us on behalf of a third party;
- g) all remittances in your Account result from bona fide economic activity which have been duly reported to the relevant tax authorities, and have not been obtained as a result of, or through the means which are or may be deemed to be a result of, acts of bribery or corruption or money laundering activities;

7.8. Where we have undertaken the assessment of your knowledge and experience in trading in Financial Instruments and have confirmed that you are able to trade either as a Professional client or a Retail Client, you will need to provide us with the legalization of information to undertake our Know Your Client (“KYC”) regulatory obligations, including to verify your identity, residency and economic profile.

7.9. Where after the assessment of your knowledge and experience by before completion of the KYC process you remit any funds to us, such funds will be placed on hold until the KYC process is completed. We will immediately remit these funds to you, to the account from which they were remitted to us where (a) as a result of our KYC process we cannot or do not wish, at our discretion, to provide investment Services to you, or (b) we have been unable to complete the KYC process within 1 Business Day of receipt of the funds from you.

7.10. Where funds received from you (“Initial funds”) are up to a “de Minimis KYC Limit” and we determine, following our initial identification assessment, that the risk for the company is low, we may permit you, at our sole discretion, to trade pending submission of the required KYC information, exercising in this respect full discretion on the information and documentation that we shall require as a precondition to enabling you to trade. The De Minimis KYC limited is currently EUR/USD2000, in accordance with the requirements of CySEC. We reserve the right to change the De Minimis KYC limit at our discretion and/or in compliance with any CySEC regulation.

7.11. We will permit you to trade for 15 (fifteen) days (or for any other shorter time period that we may set at our sole discretion) from the date of receipt of any Initial Funds up the De Minimis KYC limit. If by the end of the 15 (fifteen) days you do not provide us the required KYC information to our satisfaction, we shall close any trading positions that you may have opened and return all you Equity (including any profits or losses) to the same account and same payment method from which the Initial Funds we remitted to us. You will not have the right to claim any damages or compensation from us for the closure of any open positions you may have at the end of the aforesaid period.

## 8. Unauthorised use of your account

8.1. Subject to the provisions of Clause 9 (“you’re Authorized Persons”) your Account and the relevant password or access codes that shall be provided to you, shall only be used by yourself or any Authorized Persons of yours which we allow you to appoint. You are not permitted to allow anyone else to use your Account, and/or account number and/or Password and/or access codes.

8.2. You shall ensure that at all times the devices thorough which you trade with us or access the Trading Platforms are not left unattended or used by any other person to carry our trading activity through your Account and that any passwords and access codes and security data used for accessing your Account are kept safe and out of reach of other persons.

8.3. You shall be solely responsible for all and any loss resulting from unauthorized use of your Account including loss suffered as a result of lost or stolen passwords or other security information.



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8.4. If you know or believe that your Account is being used without your permission or consent, you should immediately notify us by contacting our Customer Support Department through the Contact us page or via Live Chat. If we receive your notification within business hours, the Account will be frozen immediately. If we receive your notification outside business hours, the Account will be frozen as soon as reasonably possible.

8.5. We may, but shall not be obliged to, notify you of any activity which we believe is carried out through your Account without your authorization and in cases where we reasonably suspect this to be the case we may, at our discretion, suspend access to your Account until you confirm to us that all trading activity carried out through your Account is authorized by you. We are not liable to you if we do not suspend access promptly.

### 9. Your authorised persons

9.1. You may allow First Degree Relatives to trade with us through your Account (“Authorized Persons”) provided that we have given our prior written consent to this and we have received all the documentation required by us for this purpose, including without limitation, all customer identification and KYC documentation, proof of relationship and any documentation in relation to such Authorized Person’s knowledge and experience allowing us to determine whether CFDs trading is appropriate to them, in accordance with the terms of this Agreement which we require in respect to such Authorized Persons.

9.2. Not Authorized Person of a Customer can act as an Authorized Person of any other Customer.

9.3. Our customer identification procedures and any procedures in relation to our assessment of knowledge and experience and whether CFDs are appropriate to any customer will be applied by us in respect of any proposed Authorized Person, in the same way in which they apply to any prospective new customer of ours.

9.4. We reserve the right to refuse to approve any proposed Authorized Person and to suspend or terminate our consent to such Authorized Person trading through your Account.

9.5. Any orders placed or trades carried out through your Account by your Authorized Persons are binding on you as if they were given by you. It is solely your responsibility to monitor the activities of any Authorized Person whom you allow to trade through your Account with us and ensure that they are acting in accordance with your authorization.

9.6. Until such time as you notify us in accordance with the provisions of Clause 8 (Unauthorized Use) of the termination of the authorization of any of your Authorized Persons, you shall be solely responsible for any losses suffered by you as a result of the trading activity of such persons even in cases where such persons have exceeded your authority or have acted without your permission or have otherwise acted fraudulently.

### 10. Placing and execution of orders

#### Transmission of Instructions

10.1. WGM shall agree in receiving instructions that have been transmitted only through the trading platform(s) or other electronic means determined by the Firm at the outset of the Client Agreement.

WGM shall, under certain circumstances, accept instructions by telephone or in person, provided that it is fully satisfied of (i) the client’s identity and (ii) clarity of instructions; for further details read the ‘Recordings of Telephone Calls’ section of the Client Agreement.

WGM shall, at its discretion, confirm the instruction(s) received by the client if it deems that to be necessary.

10.2. The client accepts that the Firm bears no responsibility for any instructions that may be misinterpreted due to a technical or other error.

10.3. If margin is available in a client trading account, WGM shall execute all instructions, subject to any restrictions included in these Terms and Conditions. WGM accepts no liability for any loss, cost, claim, demand or expense arising from any instruction sent by error.





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10.4. The client accepts that unless he/ she informs in writing WGM regarding the termination of the authorized representative, the Firm shall continue accepting instructions from the latter; such instructions shall be (i) valid and (ii) fully commit the client. In case the client needs to terminate the authorized representative the former shall provide the Firm with a written notice of 2 (two) business days.

10.5. The client accepts that once WGM receives instruction(s) for trading financial instruments such instructions are final and cannot be cancelled or deleted, except where the Firm expressly agrees in its sole discretion to such cancellation or deletion.

**10.6. Quotes** -WGM shall, at all times subject to instances outside the control of the Firm, transmit Quotes through the trading platform(s) that are executable according to the client's instructions.

On the basis of the Client Agreement, WGM shall determine at its discretion the Quotes that are executable and appear through the trading platform(s). The client accepts that he/ she shall disregard any bid and/ or ask prices quoted through any other system and/ or tool other than WGM MetaTrader4.

The client accepts that WGM is solely responsible for determining the validity of the Quotes at any given time; therefore, the Firm reserves the right to send the client a re-quote, including but not limited to situations of high market volatility, if the former deems that to be necessary. Under the above mentioned circumstances, the client may either accept or reject the re-quote.

**10.7. Order Types**- The client may send instructions for either: an instant execution order; and/ or a pending order.

In terms of pending orders the client may send an instruction for:

**Buy Limit:** An order to buy a CFD at a specified price lower than the current market price.

**Sell Limit:** An order to sell a CFD at a specified price higher than the current market price.

**Buy Stop:** An order to buy a CFD; the price is set above the current market price and is triggered when the market price reaches the buy stop instruction.

**Sell Stop:** An order to sell a CFD; the price is set lower than the current market price and is triggered when the market price reaches the sell stop instruction.

It should be noted that a stop loss and/ or take profit may be attached to an instant execution or pending order.

For further details regarding the above, please refer to the WGM 'Order Execution Policy'.

It should be noted that the status of an order is available, at all times, through the trading platform(s). If the client is unable to access the trading platform(s) he/ she can be notified of the status of an order by contacting the Dealing Department at [dealing@wgmservices.com](mailto:dealing@wgmservices.com)

10.8. The client accepts that under certain trading conditions, including but not limited to situations of high market volatility or illiquidity, it may be impossible for WGM to execute pending orders at the declared price; under such conditions, the Firm reserves the right to execute the order or modify the opening and/ or closing price to provide the next available price. It should be noted that: (i) if a pending order is executed at the next available price and as a result (ii) the stop loss and/ or take profit instructions are no longer within the levels referred to in the contract specifications - the stop loss and/ or take profit instructions shall be cancelled.

10.9. The client understands that if conditions described in this paragraph materialize, a stop loss instruction attached to a pending order may not limit the client's potential loss to the intended amount given that WGM may be unable to execute at the declared price.

10.10. The Firm, at margin level of less than 25%, has the discretion to begin closing positions starting from most unprofitable one at market price.

10.11. The client accepts that WGM bears no responsibility for the download, installation and use of any trading related solutions such as expert advisors or trailing stops; if it comes to the attention of the Firm that the client is using any such solutions the former has the right to terminate the provision of investment and ancillary services to the latter, under the 'Termination and Default' section of the Client Agreement, in order to protect the orderly operation of the trading platform(s).



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10.12. The client should bear in mind that in terms of volume financial instruments, traded through the trading platform(s), these are measured in lots and the minimum volume varies depending on the security. More information can be found at <https://www.phoenixmarkets.com/trading/accounts/range-of-markets/>.

10.13. The client shall set the leverage that may range from 1:1 to 1:200, during the account opening process and he/ she may send a request to amend the leverage level, at any time, directly online at [dealing@wgmservices.com](mailto:dealing@wgmservices.com). It should be noted that the Firm shall monitor the leverage applied to client's positions, at all times; the Firm reserves the right to decrease the leverage depending on the client's trade volume.

For further details, please refer to the 'Leverage Policy'.

WGM reserves the right to amend, at any time, the contract specifications of such financial instruments, available online at <https://www.phoenixmarkets.com/trading/accounts/range-of-markets/>, in order to respond to a number of situations including but not limited to specific market conditions. The client is liable for ensuring that he/ she remains informed, at all times, regarding the latest contract specifications.

**10.14. Rollovers, Interest** -A daily financing charge may apply to each FX/CFD open position at the closing of WGM trading day as regard to that FX/CFD. If such financing charge is applicable, it will either be requested to be paid by Customer directly to WGM or it will be paid by WGM to Customer, depending on the type of FX/CFD and the nature of the position Customer holds. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies.

Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR). The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.

10.15. WGM reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies. For certain types of FX/CFDs, a commission is payable by Customer to open and close FX/CFD positions. Such commission payable will be debited from Customer's account at the same time as WGM opens or closes the relevant FX/CFD.

10.16. Changes in our swap interest rates and calculations shall be at our own discretion and without notice. Clients need to always check our website for the then current rates charged. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk related matters that are at the firm's sole discretion.

10.17 Any open FX/CFD transaction held by Customer at the end of the trading day as determined by WGM or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction.

10.18. Customer acknowledges that when rolling over such transactions to the next business day, a premium may be either added or subtracted from Customer's account with respect to such transaction. The MT4 platform calculates overnight rollover at 21:00 GMT and the rollover charge/credit is debited or credited to and from the trading account. Example: If you sell 1 lot EURUSD, you will pay rollover costs on 100.000 Euro, which at the current rate would be \$0.017.

10.19 The future contract on which a CF is based has an expiration date, and clients will be able to close their CFD positions until this date. Positions not closed by clients by this date will be closed by us at the last available price. Approximately 3-5 days before expiring, a new CFD based on the next future contract will begin trading. During this period, no new positions can be opened in the old CFD contract.

10.20 On Wednesday at 2100GMT, overnight rollover fees are multiplied by three (X3) in order to compensate for the upcoming weekend. The premium amount shall be determined by WGM from time to time, in WGM's absolute discretion. Customers hereby authorize WGM to add or subtract the premium, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.

## 11. Currency

Transactions are settled in base Currency unless agreed otherwise. Upon closure of a CFD position, any Equity will be converted and paid to you in the Base Currency. We may charge a fee in respect of such conversion.



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### 12. Limitations on acceptance of orders

12.1. You accept that WGM Services Ltd shall have the right, at any time, to refuse at its discretion the provision of any investment or ancillary service, including but not limited to the execution of instructions for the purposes of trading financial instruments, without providing notice to you.

12.2. Clause 12.1, above, may come into force under certain circumstances, including but not limited to situations when:

a) WGM Services Ltd has reasonable grounds to believe that the execution of your order may:

- (i) affect the orderly function of the market;
- (ii) constitutes an abusive exploitation of privileged confidential information;
- (iii) contributes to the laundering of illegal funds;
- (iv) Affects in any manner the reliability or orderly operation of the trading platform(s); and

b) Your order relates to the purchase of a financial instrument but there is insufficient Free Margin in your Account to cover such purchase and any applicable charges.

12.3 WGM Services Ltd reserves the right to refuse the execution of a Pending Order and/or modify the opening/closing price of an order if a technical or other error occurs.

12.4. You accept that the Firm may refuse to execute an instruction for trading financial instruments, if for any reason you are unable to access the trading platform(s) in order to send an instruction for the purposes of trading Financial Instruments you may contact the Dealing department as [dealing@wgmservices.com](mailto:dealing@wgmservices.com) or call on +357 22000878 to place a verbal instruction, subject to the restrictions referred to in the Recording of Telephone calls and Record Keeping' section of the Agreement. It should be noted that the Firm reserves the right to reject such verbal instructions when the operator of the Dealing Department is not

Satisfied with the client's identity or clarity of instructions; under such circumstances, WGM reserves the right to request from the client to transmit an instruction through another means. The client accepts that at times of excessive transaction flow There might be some delay in connecting over the telephone with a member of the Dealing Department, especially when there are important market announcements.

12.5. You accept that if WGM were to refuse the execution of an order, under the 'Limitations on Acceptance of Orders' section, your obligations under the Service Agreement shall remain unaffected.

### 13. Negative balance protection

13.1 We provide you with "negative balance protection" for your Account. This means that your losses can never exceed your Equity.

### 14. Corporate actions

14.1 Corporate Actions can have an impact on the price of the Financial Instruments and thus on the price of their corresponding CFDs in which we provide Prices. A Client who performs a transaction in a CFD has on ownership of the underlying Financial Instrument. However, in the event of a Corporate Action in the underlying Financial Instrument of a CFD, the Company shall make the relevant adjustments in the Account to reflect the economic effect of the Corporate Action on the price of the CFD. This can be done through a cash adjustment and/or position adjustment in the Account before or after the date set for the Corporate Action ("Effective Date")

14.2. If a Corporate Action occurs in relation to a Financial Instrument which is underlying any CFD open position which you have with us, or any insolvency Event occurs in relation to any issuer of a Financial Instrument to which any of your CFD position relate to, we may exercise any of the following rights, provided that in doing so we shall act reasonably and shall us our reasonable efforts to preserve the value of your open positions or orders:



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- a) Change our Prices
- b) Change any trading limits which we may have in place
- c) Change any Margin or Leverage parameters
- d) Change the opening Price, opening stake or opening size of any position
- e) Close any open positions which you may have at our Price
- f) Open new position for you in any relevant new Market
- g) Freeze the Account including the opening or closing of any or all affected positions and suspend any trading activity between us until the relevant adjustments are performed
- h) Set the CFD of which is underlying Financial Instrument is subject to the Corporate Action on a close-only mode, in which case no new positions may be opened and
- i) Make the relevant adjustments in your Account to restore the Account's Transactions in the underlying Financial Instruments which were (post the Effective date) or are to be (prior to the Effect date) affected by a Corporate Action. Such adjustment shall be executed at the then-current market prices which may be different that the Prices at which the original Transactions were executed.

14.3. Where you hold either a Short Position or a Long Position in an underlying Financial Instrument which had been subject to a split or reverse split, we may proceed with a position adjustment in order to make the necessary adjustment to the Price and the trade size of the Financial Instrument to reflect the split or reverse split economic effect at the Account. In this case, we may close-out the position under a new underlying Financial Instrument with the adjusted Price to reflect the effect of the split or reverse split.

14.4. In case where you hold a Long Position, the underlying Financial Instrument of which has been subject to a split, we may proceed with a positive adjustment to your Account. Where you hold a Long Position and the underlying Financial Instrument has been subject to a reverse split, we may proceed with a negative adjustment to your Account.

14.5. In case where you hold a Short Position, the underlying Financial Instrument of which had been subject to a split, we may proceed with a negative adjustment to your Account. Where you hold a Short Position and the underlying Financial Instrument has been subject to a reverse split, we may proceed with a positive adjustment to your Account.

14.6. We reserve the right to reduce Leverage ratios for CFDs in Financial Instruments that may be the subject of actual or anticipated Corporate Actions, in order to address likely market and Financial Instruments volatility. Where possible we will give you notice of such change so as to enable you to take the action you consider appropriate.

14.7. The abovementioned measure may be applied on one or more Accounts, pre or post the effective date of the Corporate Action, within a reasonable timeframe and in doing so we shall use reasonable efforts to minimize the disruption of the use of the Accounts.

14.8 WGM Services Ltd bears no responsibility for notifying the Client regarding announcements of Corporate Actions.

## 15. Trade confirmations and errors

15.1 Confirmations for all Transactions that we have executed on your behalf on any trading day will be available on your Account accessible online, which is updated constantly as each Transaction is executed.

15.2 You may also view your cash position, Equity and Margin Level on the relevant Electronic Trading Platform on which you are trading.

15.3. You are responsible for reviewing trade confirmations as well as your cash position, Equity and Margin Level, ensuring their correctness and determining at your sole and entire discretion that actions you will take. We shall, on your request, provide you with such clarifications or explanations as may be reasonably required explaining any trader confirmation as well as your cash position, Equity and Margin Level. None of these clarifications or information we provide should be construed or interpreted to comprise any form of recommendation or advice on action you should or should not take.



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15.4. If there is a manifest error in any statement or display or other information provided or statement made by us, we may, acting reasonably and in good faith, void any Transaction or refuse to accept any order and/or reverse the effect of any Transaction or amend any trade so that the relevant trade is effected as if the error was not made.

15.5. If you believe that a trade confirmation or your cash position, Equity and Margin Level as displayed are incorrect, you must notify us in writing immediately. You should notify us of any error in any trade confirmation or Equity or Margin Level as soon as reasonably practical and in any event within 30 days of the trade confirmation being made available to you or the cash position, Equity or Margin Level being displayed. Failure on your part to do so will result in the relevant trade confirmation or your cash position, Equity or Margin Level a displayed being considered as final and binding on you.

15.6. In exercising the above rights we shall at all times act reasonable and shall inform you as soon as reasonable practical of becoming aware of an error.

### 16. Islamic accounts

16.1 The Islamic account, is designed for traders who cannot receive or pay swaps for religious reasons. The trading account is compliant with Sharia law enabling traders to take advantage of trading technology. In the event of a customer who due to its observance of Islamic religious beliefs cannot receive or pay interest, such Client may elect to designate, in the manner provided by the Company as this may be altered from time to time, their trading account to be a swap-free account not charged with or entitled to, premiums and/or rollovers and/or interest ("Islamic Account"). The client hereby confirms and/or accepts and/or declares that a request to render their account as Islamic shall only be made due to the said Islamic religious beliefs and for no other reason other than that. The Company reserves the right to refuse accepting the request of a customer to designate their account as an Islamic Account, upon its sole and absolute discretion which shall be conclusive and undisputable upon the customer.

16.2. In the event that the Company suspects that a customer is abusing the rights conferred to them by the classification of the account as Islamic Account, the Company has the right, without prior notice, to proceed with one or more of the following:

- a) The Company may add commission upon each and every one of the trades executed on the Islamic Account; and/or
- b) The Company may cancel the special rights and/or conditions conferred to the Account due to its classification as Islamic Account, recall the designation of the Account as Islamic Account and render it a normal trading Account; and/or
- c) The Company may restrict and/or prohibit the customer from hedging their positions; and/or
- d) The Company may, upon its sole discretion, close any open positions and reinstate them upon the then real market price. The customer hereby, acknowledges that they shall bear all costs derived from the aforementioned action, including but not limited to, the cost on the change of the spread.  
Islamic account holders will be charged with commission of 40\$ (Forex accounts) and 40\$ (CFD's and Commodities).

The commission will be charged each Monday and Thursday at 00:00 (GMT +2).

Clients that will hold a position at the relevant time will be charged. Position that be closed before 00:00 (GMT +2) will not be charged commission.

### 17. Electronic trading terms

17.1. You will responsible for providing the System to enable you to use an Electronic Service.



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17.2. You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

**17.3. We may execute all Transaction upon you placing them with us on the terms received by us.**

**17.4. We shall have no liability for any losses which you suffer as a result of Transaction which you place or are placed on your behalf incorrectly or unintentionally or for Orders or instructions which are not received by us. Unless we are specifically notified of the contrary, we are entitled to assume that Orders which appear to be placed on your behalf are validly given by you, and all Transactions resulting from such orders shall be conclusively binding on you. Unless we expressly agree otherwise in writing, you have no right to cancel, amend or revoke any Transaction on the basis that it was not given by you or was given erroneously or accidentally or on the basis of any incorrect understanding.**

**17.5. Without prejudice to the above, we have no obligation to accept any Order or to effect any Transaction and we may decline to accept or act upon any order or give effect to any Transaction without providing any reason.**

17.6. When using an Electronic Trading Platform, you must:

- a) Ensure that the System is maintained in good order and is suitable for use with such Electronic Trading Platform
- b) Where we request, run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time.
- c) Carry out virus checks on a regular basis.
- d) Inform us immediately of any unauthorized access to an Electronic Trading Platform or any unauthorized Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorized access to cease; and
- e) Not at any time leave the terminal from which you have accessed such Electronic Trading Platform or let anyone else use the terminal until you have logged off such Electronic Trading Platform.

17.7. In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Trading Platform, you shall immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Trading Platform until you have received permission from us to resume use.

17.8. All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Trading Platforms remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Trading Platforms or their software elements, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Trading Platforms and their software elements made in accordance with applicable law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up to date written record of the number of copies of the Electronic Trading Platforms and their software elements made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of such copies.

17.9. We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, and illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Trading Platform may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Trading Platforms for this reason.

17.10. Neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to us in connection with an Electronic Trading platform.

17.11. We do not accept any liability in respect of any delays, inaccuracies or errors in Prices quoted to you if these delays, inaccuracies or errors are caused by a third party services provider (such as price feed providers, liquidity providers, regulated stock exchanges, other execution venues) with which we may collaborate. Our obligations in this respect relate solely to selecting such providers with proper skill and care having regard to their competencies and credentials.



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17.12. We shall not be obliged to execute any instruction /order which has been identified or we reasonable believe was based on errors caused by delays of the system to update Prices and do not reflect the real prices in the relevant underlying market. We do not accept any liability towards executed trades that have been based and have been the result of delays as described above.

17.13. We shall have no liability to you (whether in contract of in tor, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the system via Electronic Trading Platform or on any software provided by is to you in order to enable you to use the Electronic Trading Platform, provided that we have taken reasonable steps to prevent any such matters.

17.14. You shall ensure that no computer viruses, malware or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

17.15. We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of the Electronic Trading Platforms. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Trading Platforms by using your designated passwords or access codes whether or not you authorized such use.

17.16. We shall not be liable for any act taken by or on the instruction of an exchange, clearing house, execution venue or regulatory body.

17.17. We may suspend or permanently withdraw an Electronic Trading Platform, or change the composition, mode of operation, available or any trading limits by giving you 24 hours' notice.

17.18 We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Trading Platforms, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Laws and Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problem, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Trading platform may be terminated automatically, upon the termination (for whatever reason) of:

- a) Any license granted to use which relates to the Electronic Trading Platforms; or
- b) This Agreement

17.19. In the event of a termination of the use of any electronic trading platform for any reason, upon request by us, you shall, at our opinion, return to us or destroy all hardware, software and documentation we have provided you in connection with such electronic Trading Platform and any copies thereof

17.20 The provisions of this Clause 17 apply without prejudice to any other terms of this Agreement, relating to the limitation of liability and indemnities.

17.21 Use of robots, VPS (Virtual Private Servers), automated trading systems and generally algorithmic trading and high frequency algorithmic trading through our Electronic Trading Platforms (collectively "algorithmic Trading") is permitted only with our prior written consent.

17.22. In all cases where you have received our prior **written** consent to such Algorithmic Trading such trading is subject to the following terms:

- a) Simultaneous use of different trading devices is prohibited
- b) You are required to test software, equipment and devices prior to using them for the purposes of the trading activity. You are solely and fully responsible for any errors or failures or other consequences of any automated systems which you use.
- c) Where we permit electronic communication s through a customized interface, such communications will be subject to the terms and conditions which apply to the use of such interface.



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### 18. Customer account and deposits

18.1 Before you can place an Order with WGM Services Ltd you must deposit sufficient clear funds in your Account with us. Only deposits from a bank account or through other payment methods in your own name will be accepted by us and credited to the Account. Any funds remitted by any third party will be returned to the source of deposit or blocked if refund is not possible. In certain cases, a Client may be requested to confirm/ declare ownership of the payment method or provide supporting documentation proving ownership of the payment method. We shall not be held liable for accepting and crediting funds to a Client's Account subject to such declaration or proofs which are then found to be false, falsified or in any way manipulated. We will not accept any payment from any third party and we shall not pay any funds due to you by us to any third party even if you expressly require us to, unless we are acting within the instructions of any court or probate order or any direction or order of any regulatory authority.

18.2. You may open your Account with us in USD/EUR/GBP or in any other currency that we may advise and/or consent to from time to time. Any funds which are not in one of the above currencies will be converted into one of the above currencies and such conversions may entail fees imposed by the relevant credit or payment institution effecting the conversion at the time we request such conversion. Deposits made in currencies other than the Accounts balances will be calculated and reported to you in the currency in which Accounts are maintained.

18.3. We do not allow joint trading Accounts unless these are held jointly by natural persons who are First Degree Relatives and are pre-approved by us in writing.

18.4. Where your Account held with us, jointly owned in accordance with 18.3 above:

- a) Each joint account holder will be jointly and severally liable for all obligations to WGM Services Ltd arising in respect of your trading activity
- b) Each of you is separately responsible for complying with the terms of this Agreement
- c) if there is a dispute between you which we know about, we may insist that both of you authorize written instructions to us, otherwise we will accept order any other instruction to remit funds from your Account back to you) from any one of the two of you
- d) If one of you does, the survivor(s) may continue to operate the Account.
- e) Where one of you provides personal and financial information relating to other joint account holders for the purpose of opening or administering your Account, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Agreement
- f) We will undertake our duties and obligations with respect to assessing knowledge and experience for at least one of the two joint account holders.
- g) Any of the two of you may request closure and the redirection of the Account balances, unless there are circumstances that require us to obtain authorization from both you.
- h) Each of you will be given sole access to the balance of the joint Account. Should you wish to withdraw these funds from your trading account, at least one of the joint account holders will be required to complete the withdrawal request. Upon receipt of the withdrawal request we will withdraw funds up to the amount you initially deposited, provided that the conditions for withdrawal stipulated in this Agreement are satisfied. We will credit the amount withdrawn in the same bank account from where the funds were originally debited.
- i) In order for this Agreement to be valid and binding it is required that both joint Account holders accept the terms of this Agreement and in case any of the joint account holders wish to terminate this Agreement and close the joint Account held with us, the written consent of all joint Account holders shall be required for such termination and closure, in accordance with the provisions of this Agreement.
- j) In case where we wish to terminate this Agreement and close a joint Account for any reason under this Agreement, any notification to this effect shall be sent by us only to the relevant e-mail that has been provided to us at the time of registration of such joint Account.

18.5. We have the right not to accept funds deposited by you and/or cancel your deposit and remit them back to you in the following circumstances:

- a) If you fail to provide us with any documents which we request from you either for client identification purposes or for any other reason, including with respect to verifying the source of your wealth.
- b) If we suspect or have concerns that the submitted documents may be false or fake.





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- c) If we suspect you are involved in illegal or fraudulent activity or you engage in abusive trading practices.
- d) If we have been informed that your credit or debit card (or any other payment method used) has been lost or stolen
- e) Where we consider that there is a chargeback risk.
- f) Where we cannot identify you as an original remitter of the funds or where we are unable to return the funds to the same source of payment and/or
- g) Where we do so in order, in our reasonable judgment, to comply with Applicable Laws and Regulations.

18.6. In case of cancelled deposits, and if there is not an actual or potential confiscation or freezing of your funds by a regulatory supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the account that have been initially received from

18.7. Processing time of crediting any incoming deposit into the Account may vary between the payment methods and processing time of any past deposits is not indicative and cannot guarantee that any subsequent deposits would be processed in the similar timeframe.

### 19. Client money

19.1. We shall treat money held by WGM Services Ltd on your behalf as Client money.

19.2. We treat money received from you or held by us on your behalf in accordance with the provisions of the Applicable Laws and Regulations regarding holding clients' money.

19.3. WGM Services Ltd keeps and maintains books and account records of the Client Money held on behalf of its Clients.

19.4. The provision in this Agreement related to client money, are subject to the terms and conditions of the banks and credit institutions with which such funds are held and through which such funds are transferred.

19.5. We co-operate with various credit institutions and payment providers. A complete list of these can be found through our website.

19.6. We do not charge fees for deposits or withdrawals of money onto or out of your Account. It remains however your responsibility to be aware at all times, of the transfer fees and/or any other fees and charges which are charged by the bank, payment service providers and any other service providers which you is for the transfer of funds to and from us.

19.7 Where we are faced with a charge back from any financial institution, which chargeback relates to your trading activity with us, we shall be entitled to provide such financial institution with evidence of the client relationship as may be necessary in order for us to demonstrate to the relevant financial institution the existence of a trading relationship and relevant trading activity between us and you.

19.8. When you transfer money to your account with us, the time taken for the funds to appear on your Account depends on the method used for transferring such funds. Deposits and withdrawals of funds can only be made to and from accounts in your name.

19.9. We will endeavour to hold client money on your behalf with authorized credit institutions in the Republic of Cyprus and the European Union, however we may also hold your money outside the European Union. The funds will be kept in bank accounts denominated as client's funds and clearly segregated from the Company's own funds. Funds deposited may be kept in one or more omnibus accounts with any authorized regulated credit institution which we will specify from time to time and will be held in our name denominated as Clients' funds as set out above. The legal and regulatory regime applying to any such bank or payment processing company outside the European Union will be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous proceedings in relations to that bank or payment processing company, your money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Cyprus and the European Union. We will not be liable for the insolvency, acts or omissions of any third party referred to in this clause or for any loss suffered as a result of any shortfall in any omnibus account.



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19.10 We deposit clients' money held on behalf of our clients in an account and/or accounts opened with a bank or receive funds through payment processing companies, provided that we have exercised all due care, skill and diligence in the selection, appointment and periodic review of such banks and payment processing companies and of the arrangements for the holding and safekeeping of clients' money which they have in place. With regards to the deposit of client's funds, in the event we do not deposit client's funds with a central bank, we exercise all due care, skill and diligence in the selection, appointment and periodic review of the credit institution, where the funds are placed and the arrangement for the holding of those funds. We shall take into account the expertise and reputation of the bank as well as the legal and regulatory requirements or market practices related to the holding of clients' money that could adversely affect the protection afforded to the clients' money. We apply the same principles in the selection of payment processing companies we accept to receive client's funds from.

19.11 We shall take all necessary measures in order to ensure that any clients' money deposited with a bank are identifiable separately from the cash belonging to the Company by means of differently titled accounts on the books of the Bank(s) or other equivalent measures that achieve the same level of protection. Similarly, as per the requirements of the Applicable Laws and regulations, we on receiving any clients' funds, shall promptly place those funds into one or more accounts denoted as clients account. We apply the same principles' for payment processing companies.

19.12. Where necessary, we shall apply diversification as to where clients' money are held, through the maintenance of account with several third party banks.

19.13 The Company may hold Clients money in omnibus accounts with financial and credit institutions. In this respect, you are hereby warned that there is a risk of loss emanating from the use of omnibus accounts in Financial or credit institutions. In such case it may not be possible to distinguish if the particular Clients funds are held by a certain financial or credit institution. Omnibus accounts may also hold other types of risks including legal, liquidation risk, haircut risk, third party risk etc.

19.14 In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution (including payment processing company) where clients funds are held, the Company (on behalf of the client) and/or the client may only have an unsecured claim against the financial or credit institution, and the client will be exposed to the risk that the money received by the Company from the financial or credit institution, is insufficient to satisfy the claims of the Client with claims in respect of the account. The company does not accept any liability or responsibility for any resulting losses so in the unlikely event of default the proportionate loss shall affect all of the Company's client's monies held in omnibus accounts with the financial or credit institution. To mitigate this risk Clients funds are being held in few reputable financial or credit institutions following rigorous due diligence and credit risk assessment and constant exposure monitoring is taking place.

19.15. You agree that we shall not be liable for any default of any counterparty, bank, payment processing company, custodian or other entity which holds money on your behalf or with or through whom transactions may be conducted.

19.16. WGM Services Ltd will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, wilful default or fraud.

## 20. Withdrawals

20.1 Funds may be withdrawn by you from your Account provided that such funds are not being utilized for margin purposes or have otherwise become owing to us. Once your withdrawal request is approved, your withdrawal request will be processed by us and sent for execution to the same bank, credit card or other source from which the funds were debited or as we, our absolute discretion determine, as soon as possible.

20.2 Withdrawals will only be made at source in your name. Note that some banks and credit card companies may take time to process payment especially in currencies where a correspondent bank is involved in the transaction.

20.3 If you request a withdrawal from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal.



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20.4 When a withdrawal is requested from your account, we reserve the right, to be entitled to demand any transaction fees connected to the deposit and withdrawal payment in the event that no significant trading volume is developed in your account.

The following table is an example but by no means limiting to what can be considered by us as significant trading volume

Deposit Amount	Trading Volume	Transaction Fees *
Up to 5000	< 2 lots	YES
Above 20000 to 50000	< 7 lots	YES
Above 50000 to 100000	< 15 lots	YES
Above 100000	< 25 lots	YES

\*Transaction fees according to payment provider.

\*\*the below rates are subject to change without prior notice.

Rates for VISA & MasterCard		Rates for Wire Transfer
Processing fee	2.15%	
Transaction fee	0.20%	
Refund fee	0.20%	
<b>Total Fees</b>	<b>2.55%</b>	<b>€ 25</b>

20.5 Please note that we are required to act in accordance with the Applicable Laws and Regulations at all times and that any failure to complete any information requirements we may set at our discretion acting reasonably with respect to Clause 7 (“money laundering, Sanctions and Financial Crime Prevention”) may affect your ability to withdraw funds.

20.6 Client profits are not affected and can be withdrawn freely.

## 21. Charges, trading fees and commissions, inactive / dormant accounts

21.1 At this time WGM Services Ltd does not charge brokerage fees or commissions, however we reserve the right to change our fee structure at any time provided advance notice. Fees do not currently, but may in the future include such things as statement charges, order cancellation charges, account transfer charges, or fees imposed by any market or other regulatory or self-regulatory organization arising out of our provisions of service.

21.2 You acknowledge and confirm that any trading account held with the Company where you have not:

- a) placed a trade;
- b) opened or closed positions; and/or
- c) made a deposit into the Account;

for a period of 6 months (180 days) or more, shall be classified by us as an Inactive Account (“Inactive Account”). The aforementioned 6 month period shall be interrupted and re-commenced (i.e. from day 1) upon you placing a trade, opening or closing a position and/or making a deposit.



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You further acknowledge that the Company reserves the right to charge a monthly **Inactivity Fee** relating to the maintenance, administration and compliance management of such Inactive Accounts. The exact fee schedule will be calculated according to the currency denomination of the Trading account and is set out as follows: EUR50, - or any other currency equal to EUR50, - (depending on the currency of the Client Account), or as changed by the Company and notified to the Client.

You further agree that any account that is Inactive for a period of 12 months (360 days) will then be considered as Dormant ("**Dormant Account**"). Once categorized as "Dormant account" a dormancy fee will apply which will be the greatest between EUR200 or 3% of Account Balance. The Dormancy fee will be charged either until the account balance has been reduced to zero, or your account is reactivated. We will not take any additional funds from any registered payment methods, as this only applies to funds within your balance.

We reserve the right to charge the Inactivity Fee or Dormancy Fee retroactively for any month in which we had the right to charge it but did not do so

21.3. For the reactivation of an Inactive and or Dormant Account you must contact the Company. The Inactive and/or Dormant Account will then be reactivated subject to, if required, up-to-date client identification documentation to be provided to the Company

## 22. Representations and warranties

22.1 If you are a natural person, you represent and warrant to us on the date of this agreement comes into effect and as of the date of each transaction that:

- a) You are of legal age for the purposes of entering into this Agreement which is legally binding on you in accordance with the laws of the jurisdiction in which you reside as well as the jurisdiction in which the Transaction is effected and you have full legal capacity to enter into this Agreement.
- b) You are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is true and correct.

22.2 We reserve the right to ask for proof of age from you and any third party or other source and your Account may be suspended until satisfactory proof of age is provided. We may, at our sole discretion, refuse to offer our products and services to any person or entity and change its eligibility criteria at any time.

22.3 If you are a legal entity or body you represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

- a) You are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted.
- b) Execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement has been duly authorized by you and has been disclosed to us providing all the necessary information and/or documentation.
- c) You have all necessary authority, powers, consent, licenses and authorizations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transactions
- d) The persons entering into this Agreement and each Transaction on your behalf have been duly authorized to do so and are disclosed to us giving details of the relationship with you by providing all necessary documentation.

22.4. You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

- a) This Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms of any legislation, regulation, order, charge, rules of professional conduct or agreement by which you are bound
- b) You are not located in any banned jurisdiction. We reserve the right to request any additional information which we deem necessary, in form and content satisfactory to us, in order to verify compliance with this paragraph



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- c) no Event or Default or any event which may become, with the passage of time, this giving of notice, the making of any determination or any combination of the above, an Event of Default (a Potential Event of Default) has occurred and is continuing with respect to you
- d) You act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction. In case you wish to open, either in the present time or in the future, more than one Account with us either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required that you immediately disclose to us that you are the beneficial owner of the account(s) during the account opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s)
- e) Any information which you provide or have provided to us in respect of you financial position, domicile or other matters is accurate and not misleading in any material respect
- f) You are willing and financially able to sustain a total loss of funds resulting from Transactions and the entry into Transaction is appropriate for you, and
- g) Except as otherwise agreed by us, you are the sole beneficial owner of all funds which you transfer to us under the Agreement, free and clear of any security interest whatsoever
- h) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority powers, consents, license and authorizations referred to in this clause
- i) You will promptly notify us of the occurrence of any Event of default or potential Event of Default
  
- j) You will use all reasonable steps to comply with all Applicable Laws and Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us
- k) you will not send orders or otherwise take any action that could create a false impression of the demand or value for an underlying financial instrument, nor will you send orders which we have reason to believe are in breach of Applicable Laws and Regulations.
- l) You shall not take unfair advantage of the Account(s) you may maintain with WGM Service Ltd to the disadvantage of WGM Services Ltd or engage in any behaviour which could be considered as abusive of our trading systems, including but not limited engaging in any practices for the purpose of deriving a benefit from delays in the prices, to trade at off-market prices and/or outside trading hours, to abuse the system from trading at manipulated prices and/or to introduce any plugs or other automated features that impact the operation of the Electronic Trading Platforms. Practices in which you engage which allow you to derive a benefit without being subject to downside risk, shall be presumed to be abusive.
- m) Upon demand, you will provide us with such information as we may reasonably require to evidence that matters referred to in this clause or to comply with any Applicable Laws and Regulations
- n) You will not use our services, systems and/or facilities for abusive purposes aiming to defraud us and/or CySEC or any other relevant authority and you agree to comply with our instructions should such behaviour be identified or suspected by us.
- o) You have read and understood all the Policy documents and your entry into this Agreement is subject to the provisions contained therein.

### 23. Exclusions, limitations and indemnity

23.1. In the absence of gross negligence, wilful misconduct or fraud on our part, neither we, nor any of our directors, officers, employees, agents or Associates shall be liable for any losses, damages, costs or expenses suffered by you (including loss suffered as a result of inability to trade howsoever caused or loss suffered as a result of us not allowing you to trade in accordance with the terms of this Agreement) and we hereby exclude liability to the fullest extent permitted by law, in respect of any loss, whether direct or indirect, actual or potential, pecuniary or otherwise suffered by you as a result of any act or omission on our part.

23.2. in no circumstance, shall we have liability for any direct or indirect losses, expenses, loss of profit or opportunity suffered by you or any third party, whether arising under contract, tort or otherwise, for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement.



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23.3 Nothing in this Agreement shall limit or exclude our liability for death or personal injury. You will indemnify us for losses suffered by us as a result of your failure to observe your obligations, including without limitation, our obligations under Clause 7 (money Laundering, Sanctions and Financial Crime Prevention)

23.4. This indemnity covers, inter alia our legal and debt collection expenses or any other expenses incurred by us in protecting our rights or defending any action brought against us in respect of such breach and losses suffered by us as a result of any third persons accessing our systems and trading through your devices.

23.5. Without limitation, we do not accept liability whatsoever for any adverse tax implications of any Transactions.

23.6. There are several factors which may lead to price slippage (for example market data latency the speed of clients' internet connection or high market volatility). Such movements may be to your favour or may be to your disadvantage. You hereby agree, that (a) our duty to you is to ensure that such slippage is applied at symmetric parameters and in doing so we discharge our duty to treat you fairly (b) in case of slippage in the market price, the order may be executed at a price materially different to the price indicated on the screen at the time of placing the order. In addition, under circumstances which may lead to slippage, it may not be possible to place any stop loss and/or take profit orders until right after the execution of an order. When working large CFD positions, we may execute a hedge in the market for the underlying instrument before filing your order at the average price of the full volume of the hedge, but we note that any price improvement during the process will be passed back to you. Whilst we shall at all times comply with our obligations under the Applicable Laws and Regulations, including our obligations in respect of conflicts of interest and execution of your Orders, and shall aim to allocate the results of any Price Slippage or Market Gapping.

23.7 We reserve the right, at our full discretion, not to execute the order, or to change the quoted Price of the Transaction, or to offer you a new quote in case of technical failure of any Electronic Trading Platform or in case of fluctuations of the Price of the underlying financial instrument of the CFD as offered in the market. In the event we offer you a new quote, you have the right to either accept it or refuse and this cancel the execution of the Transaction.

23.8. Without prejudice to the above, we do not accept any liability on the effect of any delay or change in market conditions, including market price caused on any Transaction.

23.9. Without prejudice to the generality of the above, we shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any Force Majeure Event; provided however that in cases of Force Majeure Events occurring we shall, to the extent reasonably possible under the circumstances, act in accordance with our duty of Treating Customers Fairly and other regulatory obligations, and shall use reasonable efforts to minimize the effect of the Force Majeure Event on the Services to be provided by us hereunder.

23.10. We are the owners and have the right of use of the Electronic Trading Platforms which are used for the provision of services under this Agreement. As such, and subject to any other relevant provisions contained herein, we are the party responsible to you for the proper performance of the trading platform.

23.11. Where we offer to our Clients the opportunity to use and/or benefit from third party services such as investment analysis, webinars and other educational material, in any way they deem appropriate, you accept that we carry no responsibility and no liability as to the content provided by the third party nor as to the consequences of the use of the service and that the content has not been approved by us. Clients use any of the third party service and/or the information provided by third party service and/or the information provided by third party services for marketing and/or otherwise, upon their sole discretion and responsibility, undertaking all liability deriving from the use of the third party service. To this extent, Clients are encouraged to seek advice and/or training prior to using the services or information provided by such third parties making sure they fully understand the financial instruments, technical terms and descriptions provided. Please note that neither we nor any of our employees, affiliates, agents, introducers and Group companies provide any form of investment management, investment advice or recommendation.

23.12. Subject to Clause 13 on Negative Balance Protection which we provide to you, you shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees) taxes, imposts and levies which we may incur or



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be subjected to with respect to any of your Accounts or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

23.13. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Laws and Regulations, which may not be excluded or restricted thereunder.

### 24. Conflicts of interest

24.1. We manage conflicts of interest depending on the conflict and how this arises. Where such conflict arises and cannot be managed, we reserve the right to give you notice of termination. You acknowledge, agree and accept that you have referred to our policy for the Management of conflicts of interest for further information regarding how we seek to manage conflicts of interest that may arise when we provide the Services to you. Upon request, we will provide you with any further details in that regard.

### 25. Research

25.1. We, our Associates and/or member of our Group may provide you and other clients through our various communications channels, with investment research or other information recommending or suggesting an investment strategy, explicitly or implicitly, concerning one or several Financial Instruments or the issuers of Financial Instruments, including any opinion as to the present or future value or price of such instruments (“Research”)

25.2. **You hereby acknowledge that any such Research is not prepared for any single client and is distributed widely to a number of persons. As such, it is not prepared taking into account your particular circumstances and does not constitute a personal recommendation presented as suitable for you based on a consideration of your circumstances, nor does it constitute investment, legal, tax or other advice.** Where Research or trading recommendations are provided to you, these are provided solely in order to enable you to make your own investment decisions.

25.3. Further, nothing contained in any Research material shall be construed as an offer on our part to buy or sell or otherwise deal in any Financial Instrument or provide any particular service.

25.4. Research which is distributed may reach different clients of ours at different times and may not be correct or accurate at the time at which it is received. **Neither we, nor any of our Associates or members of our Group are under any obligations to update any Research distributed.** In general, whilst we comply with the requirements of the Applicable Laws and Regulations in producing and distributing Research, we do not guarantee the accuracy or correctness of the Research distributed. **Whilst reasonable care is taken to ensure that all statements and opinions contained constitute reasonably founded assumptions and conclusions on the date on which they are made, they must not be construed as a representation that the matters referred to therein will occur.**

25.5. Where any Research contains any restrictions as to who may receive it, you shall take all such measures as are reasonable in the circumstances in order to ensure that this requirement is met.

25.6. Our policy for the Management of Conflicts of Interest discloses the circumstances when we, our Associates, members of our Group may hold long or short positions in any Financial Instruments to which the Research refers and/or may hold positions which are opposite to those of the possible direction of any Research which is distributed. Other clients of ours may also engage in similar practices as the above.

25.7. Research contains a number of regulatory disclosure designed to meet the requirements of the Applicable Laws and Regulations. You should read and consider carefully any disclosures or disclaimers, which appear in published Research.

25.8. You shall refer to our Policy for the Management of Conflicts of Interest for further information on how we manage conflicts which would affect the impartiality of Research provided to you. You may request further details in relation to conflicts of interest which may arise in relations to Research provided to you.



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### 26. Market abuse

26.1. You hereby acknowledge that WGM Services Ltd may at any time enter into hedging transactions in order to hedge its risk in relations to Transactions entered into with you.

26.2. You further acknowledge that it is possible that through the above-mentioned hedging, Transactions which you enter into with us may constitute insider trading on the basis of privilege or confidential information or have a distorting effect on the relevant market or otherwise trigger or constitute a breach under the Applicable Laws and Regulations, including the Market Abuse Directive and Regulation of the European Union.

26.3. Further to acknowledgement of the above, you hereby undertake not to enter into transactions which could have such distorting effects of which would otherwise trigger or constitute a breach under the Applicable Laws and Regulations, including:

26.3.1 Not dealing where you may be in possession of privileged confidential information which if publicly known would have a significant impact on the prices of underlying financial instruments

26.3.2. Not undertaking any aggressive or abusive trading which may cause us not to be able to discharge our regulatory obligation of upholding fair and orderly markets

26.4. In the case in which we reasonably suspect that any of your Transactions have been entered into in breach of the above undertakings, we may take such action as we deem necessary in order to mitigate the effects of your Transaction and prevent breach of continuance of breach of the Applicable Laws and Regulations, including filing relevant reports (with respect to insider trading or market abuse) to appropriate regulatory authorities and placing filters or limits on your Account and the CFDs that you may trade in. You undertake to disclose fully to us, even where we may not directly ask you, when you may potentially be an “insider” by virtue of your shareholding or position in the Board of Directors or any management or governing body of an issuer of any Financial Instrument.

26.5. We aim to provide efficient trading liquidity in the form of streaming, tradable prices for most of the financial instruments we offer on our Electronic Trading Platforms. As a result of the highly automated nature of the delivery of these streaming tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time. Should you engage in any trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as ‘sniping’), or should we determine, in our sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act, including without limitation the following:

- a) fraud/illegal actions that led to the transaction
- b) Orders placed based on manipulated Prices as a result of system errors or system malfunctions
- c) Arbitrage trading on Prices offered by our platforms as a result of systems errors and/or
- d) Coordinated transactions by related parties in order to take advantage of system updates
- e) Orders placed on the basis of privileged confidential information

We shall have the right to take any of the following actions:

- a) Adjust the Price Spreads available to your; and/or
- b) Restrict your access to streaming, instantly tradable quotes, including providing manual quotations only; and/or
- c) obtain from your Account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
- d) Reject an order or to cancel a trade; and/or
- e) In the case of fraud, reverse the funds ban to real owner or according to the instructions of the law enforcement authorities of the relevant country
- f) Immediately terminate this Agreement
- g) Take legal action for any losses suffered by the company

### 27. Personal data





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27.1. When collecting, processing and storing Personal Data provided by you, we are subject to the provisions of the Processing of Personal Data (Protection of Individuals) Law 138(I) of 2001, as amended, of the Republic of Cyprus ("Data Processing Law")

27.2. We, WGM Services Ltd, are the data controller for the purpose of the Data Processing Law.

27.3. You agree that we, our Associates, any member of our Group, any persons deriving rights from us or our Associates, agents or sub-contractors which we engage or work through for the purpose of collecting, storing and processing Personal Data and any third parties acting on our or their behalf may collect, process use and store Personal Data provided by you for the purposes of, or related to, the carrying out of the Transactions and other services within the scope of this Agreement, operational support and development of our or their businesses, providing us or them with professional or other services, in enforcing our or their contractual or other rights, and for the purpose of enabling compliance with the contractual, legal and regulatory provision anywhere in the world to which we or our Associates and Third parties are subject.

27.4. Indicatively, we our Associates, any member of our Group and Third Parties may use Personal Data provided by you for:

- a) Performing the appropriateness assessment carried out pursuant to the provision of clause 6 ("Suitability and Appropriateness")
- b) Anti-money laundering and other regulatory compliance purposes
- c) Detection and prevention of fraud
- d) For the purpose of complying with the Applicable Laws and Regulations, or other legislative provisions which may be applicable to Third Parties
- e) To enable us to provide you with services pursuant to the provision of this Agreement
- f) For statistical and product development purposes, including for identification of products and services which you may be interested in, and
- g) For the purposes of understanding and developing the Groups businesses, services and products

27.5. We may also obtain information or verification of the information you provide us from the Third Parties that are licensed to provide such data and/or services or from other reputable sources and databases that we may select at our discretion. You expressly consent and agree to our use of such Third Parties. You hereby authorize us to use the information you provide to us, as well as any other information we receive from the Third Parties for the purpose of our aforementioned evaluation and checks.

27.6 We, our Associates, any member of our Group and any Third party, may disclose Personal Data provided by you to us, to any of the following:

- a) Our Associates, any member of our Group and Third Parties, on the understanding that such Personal Data will be kept confidential,
- b) any regulatory, governmental or other authority, body or person to which we or our Associates, any member of our Group or any Third party is/are required or permitted under the Applicable Laws and Regulations or other legislative provisions or intergovernmental agreements, which may be applicable to Third Parties, to make such disclosure
- c) Acting in good faith, in response to any inquiry made for the purposes of prevention of fraud.

27.7. Personal Data which you provide will be added to databases and stored for the purpose of informing you about the products and services offered by us and our Affiliates which may be of interest to you. If you do not wish to receive this information, you can inform us by contacting our Customers Support Department through the Contact Us page or via Live Chat.

27.8. You agree that processing and storage of Personal Data provided to us by you may be carried out in or from any jurisdiction within or outside of the European Union including in or to countries or territories which do not offer the same level of protection of personal information as is enjoyed within the European Union.

27.9. You hereby represent that, where you are non-physical Person providing to us Personal Data of any individual or where you are an individual providing us with Personal Data of any individual other than yourself, you hereby undertake and represent that such person, whose Personal Data is collected, stored and processed in accordance with the provisions contained herewith, has been informed of and has given their consent to such collection, storage and processing of the



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Personal Data on the terms contained herein and that they have been informed of their rights in relation to their Personal Data which is held and processed in accordance with the terms contained herein.

27.10. You hereby acknowledge that we rely on the Personal Data provided to us carrying our obligations under the Law and this Agreement and you undertake to provide us with updates as to the Personal data provided, such that the Personal Data remains current and correct.

### 28. Communications

28.1. You may communicate with us via our Customer Support Department by phone as specified below, through our Contact us page at our Website or through Live Chat within the Business Hours. Our contact details are as follows:

Name: WGM Services Ltd  
Address: 11 Vizantiou, 4th Floor, Strovolos 2064  
Nicosia, Cyprus  
Telephone: +357 22 000878  
Fax no: +357 22 660405

28.2. During times of market event of significant importance or volatility (such as elections, release of major economic date etc.) or as a result of a Force Majeure Event, it is possible that telephone lines may be busy for a prolonged period. Under certain circumstances, communication via telephone or any other means may be unavailable. WGM Services Ltd will have no liability whatsoever in relation to difficulty in or impossibility of communication in any such circumstances outside of the control of WGM Services Ltd.

28.3. For the purposes of our communication with you, we will use the communication details provided by you at the account opening stage unless you provide us with updated communication details in which case we will use such updated communications details in our communications with you. It is your responsibility to ensure that at all times the communication details which we have in respect of you are correct. You will notify us of any change of your information for the receipt of notices, instructions and other communications immediately. We will not be liable for any direct or indirect loss caused as a result of your failure to provide us with correct and valid communication details or to keep us updated regarding any such changes in your communication details.

28.4. If you are unable to communicate with us/ we are unable to communicate with you for whatever reason, in the absence of gross negligence or fraud on our part causing such failure of communication, we shall have no liability for and direct or indirect losses caused to or suffered by you as a result of the said failure of communication.

28.5. Any notice or communication sent under this Agreement by one Party to another is deemed to be effectively received:

- If by way of fax, text message or an online chat, when received in legible form; or
- If by way of letter, on the next Business Day after being deposited in the post, postage prepaid in an envelope addressed to the recipient, at the address last notified to the sender in accordance with the provisions contained herein;
- If posted on an Electronic Trading Platform, as soon as it has been posted;
- If sent by email, one hour after being sent to the email address of the recipient, provided to the sender in accordance with the provisions contained herein;
- If posted on our Website within 1 day of posting.

28.6. When we effect a material change to this Agreement or any other document comprising Customer Legal Documents Pack, we will notify you of such change via e-mail that you have provided to us or through our Electronic Trading Platforms. You will have 5 days within which to terminate this Agreement in the case in which you do not agree to the changes notified to you.

28.7. Notifications affecting the contractual framework applicable to our dealings with you will be provided to you via email or other form of electronic.



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28.8. You acknowledge the possibility of failures in electronic communications, mechanical/ software/system failure and encryption failure and accept such risk when engaging in trading activity with us. Without prejudice to Clause 23 (“Exclusions, Limitations and Indemnity”), we accept no liability for such failures which are outside our reasonable control.

28.10. We may act upon any communications which reasonably seem to emanate from you, without liability on our part. We shall have no liability for any loss suffered by you as a result of any unauthorized use of your passwords or other login credentials used to access our Electronic Trading Platforms and unauthorized access to devices used by you to carry out trading activity or give instructions to us or otherwise communicate with us.

28.11. As per the above provisions, statements will be provided to you electronically. Given the nature of our dealing relationship being online trading, you hereby agree that provision of statements of your Account electronically as opposed to paper form are more appropriate in the context of our relationship.

28.12. You can access your statements online at any time via our Electronic Trading Platform. You may request to receive your statement monthly or quarterly via email, by providing such a request to the support department.

28.13. Subject to Applicable Laws and Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the Orders or instructions given.

28.14. You agree to keep adequate records in accordance with Applicable Laws and Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted.

28.15. Where our communications constitute marketing communications, they will be identified as such.

28.16. This Agreement is provided to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we may communicate with you in other languages in addition to English. In the case of conflict between communications in English and communications in another language, the provisions of the English version shall prevail.

28.17. Any reports, confirmations or statements containing the details of any OTC trades which we enter into with you shall serve as a reconciliation tool for the purposes of EMIR.

## 29. Recording of telephone calls and record keeping

29.1. We record all conversations with you and monitor and maintain a record of all e-mails sent by or to us or chats between you and us. Our Electronic Trading Platforms generally contain a record of all Transactions and trades conducted over the Trading Platform. . All such records are our property and can be used by us in the case of a dispute. We will maintain records for a minimum of 5 years from the date of each relevant transaction.

29.2. We may keep in our records any of your Personal Data that we receive hereunder for a period of minimum 5 years after the date of termination or expiration of this Agreement.

## 30. Direct communications

30.1. You agree that we may, pursuant to the terms contained in this Agreement, from time to time make direct contact with you by telephone, e-mail or other electronic communication means. You consent to such communication and acknowledge that such communication would not be considered by you as being a breach of any of your rights under any law or regulation or the terms of this Agreement.

30.2. Whether you have been introduced to us by any Introducer or you have been contacted by us by any means, you hereby agree that upon your acceptance of this Agreement by clicking the acceptance button at the registration stage, you agree that



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such communication does not give rise to any cause of action against us in relation to the means by virtue of which such communication and introduction was made.

30.3. We may use third parties for marketing purposes. Such third parties may be Group companies or other service providers. We are responsible for the selection and terms of engagement of such service providers. We maintain full responsibility at all times for the conduct of business and work by such service providers, including to ensure that their communication is at all times clear, fair and not misleading. We have in place arrangements and procedures which aim to prevent conflicts of interest from arising due to such arrangements and to control and monitor the activities of such third parties and the representations which they make in relation to us, our services and the Group. Where it comes to our attention that any such third parties are making any unauthorized or incorrect representations, we shall take reasonable steps in order to remedy the consequences of this. You may bring to our attention any such representations which you deem to be incorrect and we shall take all reasonable actions as are necessary in order to address valid concerns or issues which arise. Further details regarding complaints are set out in Clause 31 (“Complaints”). You acknowledge that prompt, accurate and descriptive information provided to us for the aforementioned purpose will better enable us to take remedial action. Where our arrangements with such third parties give rise to a conflict or potential conflict of interest, this will be described in our Policy for the Management of Conflicts of Interest.

### 31. Complaints

31.1. You hereby acknowledge the Complaint Handling Procedure of WGM Services Ltd which can be found at our Website.

31.2. In addition to the above mentioned complaint handling procedure for communication of complaints to us and complaint handling by us, you also have the right to address complaints to CySEC (at <https://www.cysec.gov.cy/en-GB/complaints/how-to-complain/>). And the Financial Ombudsman (<http://www.financialombudsman.gov.cy/>) or seek redress through an ADR (Alternative Dispute Resolution) Mechanism or the Court System.

31.3. In accordance with the provisions of the Law Relating to the Establishment and Operation of a Single Agency for the out of Court Settlement of Disputes of Financial Nature of 2010 (Law 84(I)/2010 as amended) we are obliged to acknowledge receipt of your complaint with 15 days of receipt and to provide you with a response in relation to your complaint within 3 months of the complaint being received. If you are not satisfied with our response, or we have rejected your complaint or you do not have answer from us within three months, you may check with the office of the Financial Ombudsman in case you are eligible to file a complaint with them and seek mediation for possible compensation.

31.4. In the case in which your complaint is one which can be handled by the Financial Ombudsman, you must contact the Financial Ombudsman within four months of receiving a final response from us in relation to a complaint or from the expiry of the deadline within which you should have received our response, otherwise the Financial Ombudsman will not be able to deal with your complaint.

### 32. Your tax position

32.1. We do not provide tax advice. It is your responsibility to remain informed at all times as to your tax liabilities arising out of your trading activity with us including any changes to your tax position.

32.2. Your tax treatment depends on your own personal circumstances and may be subject to changes.

32.3. Where we are required under Applicable Laws and Regulations (as these may be applicable to us and or you) including the OECD’s Common Reporting Standards (“CRS”) as these are adopted and apply to us, any inter-governmental agreement to make any deductions for tax purposes prior to making any payment to you, we shall make all such deductions as are required prior to making any payment to you. Such deductions may be required indicatively where you fail to provide us with any information required under CRS, or FATCA if you are a US person.

32.4. We may at any time be required under the provisions of Applicable Laws and Regulations, to provide information about you or your Tax position to any regulatory body or authority located within Cyprus or abroad. You hereby consent to us providing such information about you in these circumstances.



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32.5. Where we or any of our Associates are required under FATCA to do so, you agree that we shall collect, process, store and directly or indirectly report, all and any such information in such manner and time as may be required for the purposes of compliance with our or their obligations under FATCA, whether these are imposed on us or them directly or indirectly by virtue of the legal and regulatory framework or any agreement to which we or our Associates are or may be subject to from time to time.

32.6. Where you or (in the case of legal entities) any of your direct or indirect shareholders or other persons related to you constitute US Reportable Persons, you hereby agree to provide us with all such information and documentation in such form and within such timeframes as may be required in order to allow us to comply with our obligations under FATCA.

32.7. You shall inform any persons related to you that constitute US Reportable Persons of our right to make FATCA related disclosures pursuant to this Agreement. Neither we nor our Associates shall be liable to you or any of your related US Reportable Persons in relation to which a disclosure is made pursuant to this Clause 32. You hereby waive any right to object to any such disclosure being made, in relation to you or any of your related US Reportable Persons.

### 33. Governing law and jurisdiction

33.1. This Agreement, and all non-contractual claims or disputes between us, are governed by and shall be construed in accordance with the laws of the Republic of Cyprus.

33.2. Cyprus courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

### 34. Miscellaneous

34.1. Subject to the obligations which we owe to you under the Applicable Laws and Regulations, if we exercise any of our rights hereunder without giving you notice, we shall give you notice as soon as reasonably practicable thereafter, without being in breach of any provision of the Applicable Laws and Regulations.

34.2. The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law.

34.3. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you.

34.4. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

34.5. Termination of this Agreement shall not affect any accrued rights or remedies to which either party is entitled.

34.6. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

34.7. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

34.8. We may be required to submit to CySEC or any other competent regulatory authority with jurisdiction over us information as to your Transactions and also summary information and statistics with respect to all or certain categories of our clients (as such categories maybe set by the relevant regulator). This may include information on winning and loss making



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client accounts, best execution statistics and other. You agree and consent to us processing data for your Account for such purposes.

34.9. Distance Marketing of Financial Services to Consumers: Under the Distance Marketing Consumer Financial Services Law of Cyprus, we are required to provide certain information in agreements entered into with our customers that are concluded exclusively through means of distance communication (e.g. Telephone, fax, e-mail or internet).

34.9.2. Your right to cancel: As the majority of the products and Services we provide are dependent upon fluctuations in the financial markets outside our control and relate to trading on an OTC basis, you will not be afforded any rights to cancel the Services provided under this Agreement once those Services have been provided. However, where you do have a right to cancel Services after they have been provided, this right to cancel will expire fourteen (14) calendar days after you receive this Agreement or are deemed to have received the products and/Services, whichever occurs later. Please note that the right to cancel Services is significantly limited because of the nature of the CFDs and Services you receive hereunder. You can exercise this right to cancel by contacting our Customer Support Department in writing. If you exercise your right to cancel you may have to pay charges up to the date of cancellation. If you fail to exercise your right to cancel within fourteen (14) calendar days, you will be bound by this Agreement.