



Terms and Conditions of Use

Client's Agreement

The Website of NessFx.com is owned and operated by FXNET Limited; a Cypriot Investment Firm, authorized and regulated by CySEC under license No. 182.12

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1. Introduction

The Website of NessFx.com is owned and operated by FXNET Limited. FXNET Limited (hereinafter referred to as ‘FxNet’, the ‘Company’, the ‘Firm’, ‘us’, ‘our’) is a Cypriot Investment Firm (CIF) which is authorized and regulated by the Cyprus Securities and Exchange Commission (“CySEC”), under license number 182/12, incorporated and registered under the laws of the Republic of Cyprus (Certificate of Incorporation No. 300624), registered office at 4 Theklas Lysioti St, Harmony House, Office 31, 3rd floor, 3030 Limassol, Cyprus.

For your benefit and protection, the Company strongly advises and it is imperative that you take sufficient time to read this Agreement as well as any other legal documentation available on the Company’s Website prior to opening an account with the Firm. Kindly note that you may contact the Company for any further clarification, or seek an independent professional advice (if necessary).

English language is the official language of the Company. 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.

2. Acknowledgment

- 2.1** The Client (hereinafter referred to also as ‘You’ or ‘Your’) acknowledges, confirms and approves that she/he has read, understood, accepted and agreed with all the information available on the Company’s Website, including, but not limited to legal documentation, such as Terms and Conditions of Use (the ‘Terms and Conditions’, the ‘Agreement’, ‘Client’s Agreement’), as amended from time to time, Risk Disclosure Notice, Conflicts of Interest Policy, Privacy Policy, Order Execution Policy, Client Categorization Policy and Complaints Resolving Manual. (hereinafter referred to as ‘Legal Documentation’). Moreover, the Client is also confirming that he/she has carefully read and understood additional documentation, such as PRIIP KID (Key Information Document) - standardized documents prepared to inform Retail Clients about the nature and risks of the products offered by the Company.
- 2.2** The Client acknowledges that by accepting the Terms and Conditions of Use, the Client enters into a binding legal agreement (the ‘Client Agreement’).
- 2.3** The Client acknowledges that trading in any financial instrument involves a significant level of risk and may result in loss of all funds invested. Please refer to our Risk Disclosure Notice posted on the Company’s Website.
- 2.4** The Client acknowledges that the Firm’s official language is the English language.

3. Scope

- 3.1** The Terms and Conditions of Use govern all the actions relating to each and all investment services the Company is authorized to provide.
- 3.2** The Terms and Conditions comprise all legal documentation of which the full content can be found on the Company's Website. Abovementioned legal documents include:
- **Risk Disclosure Notice**
(Provides a summary of key risks involved in investing in Forex and CFDs)
 - **Conflicts of Interest Policy**
(Describes how the Company handles any conflicts of interests in order to provide fair treatment to its Clients)
 - **Privacy Policy**
(Explains how the Company deals with the sensitive information obtained from its Clients)
 - **Order Execution Policy**
(Explains how trades are executed and factors taken into account so as to ensure best execution for Clients)
 - **Client Categorization Policy**
(Summarizes the procedure of Client categorization and types of Clients as per applicable regulations, as well as the various levels of customer protection according to each type)
 - **Complaints Handling Manual**
(Explains the procedure that needs to be followed by Clients who wish to file a complaint against the Company and describes the process applied by the Company when handling complaints)
 - **Investor Compensation Fund (ICF)**
(Provides information regarding options of compensation available in an unlikely case of the Company's insolvency)
- 3.3** The Terms and Conditions are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Company unless the Company determines – in its sole discretion - that the context requires otherwise. Any acts, omissions or representations (oral or otherwise) made either by the Client or by the Company (including any of Company's employees the Client has his/her dealings with) shall not amend or take priority over this Agreement.

- 3.4** The Company reserves the right to amend, alter and modify delete or add to any of the provisions of these Terms and Conditions at any time in accordance with the terms hereof. If the Terms and Conditions were to be amended (hereinafter referred to as “Changes”), reasonable notice shall be given by the Firm to the Client which shall be announced on the Company’s Website. All amended terms shall have immediate effect from the moment they are officially posted on the Company’s Website accompanied with the relevant announcement. The updated version of these Terms and Conditions becomes legally binding to both parties upon Client’s acceptance/acknowledgement (via tick box) to those terms prior to any access, login or use of Client’s existing account.
- 3.5** The Client’s continued use or access of the Company’s Online Trading Facility after the publication of any Changes shall be considered as the Client’s agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions as modified. If the Client does not wish to be bound by those Changes, the Client should cease to access and/or use Company’s Online Trading Facility and inform the Company in writing immediately.
- 3.6** Any agreement between the Company and its Clients (as defined below) and the procedure to be followed under it, is governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 of Cyprus implementing the EU directive 2002/65/EC, under which this Agreement does not need to be signed and this Agreement has the same legal effect and establishes the same rights and duties and responsibilities as a printed agreement signed between both parties. In case that a Client wishes to receive a printed copy of this Agreement, duly signed and stamped by the Company, the Client must send two (2) signed copies of this Agreement to the Company, stating his/her postal address and a countersigned copy will be sent back to that address.
- 3.7** The Client Acknowledges that he/she has read, understood and accepted all terms of this Agreement. By accepting the Agreement, the Client enters into a legally binding agreement with the Company.
- 3.8** It is expressly understood and agreed that neither this Agreement nor anything in it shall constitute or be deemed to establish a partnership, agency relationship or joint Venture between the Client (or any of his/her entities, offices, employees or agents) and the Company (or any of its offices, employees or agents).
- 3.9** Paragraph headings are for ease of reference only and are not intended to denote meaning.
- 3.10** If there is any conflict between the provisions of this Agreement and relevant Laws and Regulations, the Laws and Regulations shall prevail.
- 3.11** The Client is prompted to safeguard a copy of this version of Terms and Conditions of Use for future reference. The Client may download and save a copy of this document in a PDF format from the Company’s Website.

4. Commencement of the Terms and Conditions and the Right to Cancel

- 4.1** These Terms and Conditions including Legal Documentation shall commence application once the prospective Client initiates business relationship with the Company by accepting and agreeing to all abovementioned documents.
- 4.2** Client's trading account shall be initially placed on a maximum of fourteen (14) day Probation Period, during which the Company shall collect all required documentation from the Client, carry out and complete due diligence and Know Your Customer (KYC) procedures, described in detail in the Know Your Customer (KYC) section of the Agreement. During the Probation Period the Client's access to the Online Trading Facility shall be more or less limited depending, inter alia, on the amount of funds deposited by the Client, as described in the Know Your Customer (KYC) Procedures section of the Agreement.
- 4.3** The Company is under no obligation to accept Client's Application for an Account Opening (the 'Application') and within the first fourteen (14) days of a Probation Period, the Company may, at its sole discretion, and without providing any reason, reject the application and terminate the Agreement in compliance with the Termination and Default section of the Agreement.
- 4.4** The Client may cancel the Agreement by providing the Company with a written notice within the first fourteen (14) days from initiating business relationship with the Firm, however this right may be limited if the Client has already entered into trades and/or those trades have been affected by any fluctuations in the market. The Termination and Default section of the Agreement contain further details regarding procedures applied in such circumstances.
- 4.5** If neither the Client will cancel the Agreement nor the Company will terminate it within the first fourteen (14) days of a Probation Period, the Agreement will continue to be in effect unless terminated in accordance with the provisions contained in the Termination and Default section of the Agreement.

5. Duration of the Agreement

- 5.1** The Agreement shall be effective since the date described in the Commencement of the Terms and Conditions and the Right to Cancel section for an indefinite period until its termination as described in the Termination and Default section of the Agreement.

6. Scope of Services

- 6.1** As part of the Brokerage service of OTC margin trading, the Company offers its Clients the following:

Investment Services:

- Reception and transmission of orders in relation to one or more Financial Instruments.
- Execution of Orders.

Ancillary Services:

- Safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services
- Granting credits or loans to an investor to allow him to carry out a transaction in one or more Financial Instruments where the firm is involved in the transaction
- Foreign exchange services where these services are connected to the provision of investment services
- Investment research and financial analysis

Financial Instruments:

- Transferable Securities
- Money-market instruments
- Units in collective investment undertakings
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.
- Financial contracts for difference
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as any other contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this part, which have the characteristics of other financial instruments, having regard to whether, inter alia, are traded on a regulated market or an MTF, are cleared and settled through recognized clearing houses or are subject to regular margin calls.

6.2 The Client acknowledges that the Services offered by the Company do not include the provision of investment advice. Any investment information, which may be announced or provided by the Company or on its behalf does not constitute as investment advice services whatsoever, or in any circumstances and shall be regarded as given for informative purposes only. No information announced or provided by the Company shall be deemed as an assurance or guarantee on the expected results of any Transaction.

6.3 The Client agrees and acknowledges that he/she is solely responsible for any investment strategy, Transaction(s) or investment(s), composition of any account and taxation consequences and the Client shall not rely for this purpose on the Company. It is also understood and accepted that the Company shall not bear any responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy,

transaction, investment or information, composition of any Account or taxation consequences.

- 6.4** The trading conditions and execution rules of the financial instruments on offer by the Company can be found online on the Company’s Website, at any given time. Upon a notice issued to the Client, the Company reserves the right to amend its legal documents, from time to time. Even if the Company amends any part of the trading conditions and/or execution rules the Client continues to be bound by the Agreement, including but not limited to any amendments that have been implemented.
- 6.5** Unless specifically agreed, the Company is under no obligation to monitor or advise the Client on trading unless the Client is accepted for receiving service of investment advice, in which case a separate agreement between the Client and the Company shall be implemented; therefore, the Company may execute an instruction received by the Client even if such transaction is not suitable for the Client.
- 6.6** The Company, from time to time and as often as it deems appropriate, may issue material (the “Material”), which contains information including but not limited to the conditions of the financial market, posted through its website and other media and/or through Company’s internal e-mail system. It should be noted the Material is considered to be marketing communication only and does not contain, and should not be construed as containing, investment advice unless accepted for the service of investment advice, or an offer or solicitation for any transactions in financial instruments. The Company makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of the Company, a third party or otherwise research. All expressions of opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of the Company.
- 6.7** The Client understands that no physical delivery of a CFD’s underlying instrument (or reference instrument) that he/she traded through his/her Trading Account shall occur.
- 6.8** The Client accepts that for the purposes of the financial instruments provided by the Company, the Company acts as an agent on the Clients behalf; therefore, the Company is not the sole Execution Venue of Client’s orders. The Company will transmit Client’s orders in the external market (other liquidity providers) if the order is for the financial instrument provided by the Firm.
- 6.9** The services are available only to and may be used by individuals or companies who/which are eligible to form legally binding contracts under the laws applicable in their country of residence or, in case of companies, in their country of incorporation. Without limiting the foregoing, Company’s services are not available to persons under the age of 18 or otherwise legal age in their country of residence (hereinafter referred to as “Minors”). In case that the client is a Minor, the Company cannot provide its services to him/her and/or a Minor is not allowed to use Company’s Services.

- 6.10** The Company is entitled to refuse the provision of any investment or ancillary service to the Client, at any time, without being obliged to inform the Client about the reasons, in order to protect the legitimate interests of both the Client and the Company.
- 6.11** The offering of Services may not be legal in some jurisdictions. The Client understands and accepts that the Company is unable to provide the Client with any legal advice or assurances in respect of the Client’s use of the Services and the Company makes no representations whatsoever as to the legality of the Services in the Client’s jurisdiction. It is the Client’s obligation to verify the relevant laws in the Client’s jurisdiction before registering with the Website, applying for an Account and using the Services or Online Trading Facility. The Company does not intend to enable the Client to contravene any applicable laws and regulations. The Client represents, warrants and agrees to ensure that the use of the Online Trading Facility and the Services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Online Trading Facility or the Services by the Client. The Client should consult a legal counsel in the applicable jurisdiction if in doubts about the legality of the use of the Online Trading Facility and the Services under the laws of any jurisdiction that apply to the Client.
- 6.12** The Client represents, warrants and agrees that - due to legal and/or regulatory restrictions - the services of the Company shall not be accessible in those jurisdictions where the offering of such services is not allowed, including and without limitation the United States of America, and the Client hereby waives any claim in this regard that the Client has or may have.

7. Know Your Customer (KYC) Procedures

- 7.1** The Company is obliged by law to confirm and verify the identity of each person who registers on the Company’s system and opens an account with the Firm. Hence, as part of the Company’s obligations to comply with applicable Anti-money laundering & Know Your Customer legislation, the Company requests its Clients to provide certain Verification Documents (which shall typically include, but are not limited to: an identity card or passport, proof of residential address such as a recent utility bill, and proof of the Client’s payment method). Moreover, European and local laws oblige the Company to carry out relevant tests such as the Appropriateness Test and the construction of Client’s economic profile, in order to get sufficient understanding of Clients business activities, source of funds, as well as ensuring that the Company understands the investment objectives of its customers and is aware of their relevant trading knowledge and experience. Among other things, the following principles are considered as a part of the Know Your Customer procedure:
- a)** The Company will not accept as Clients persons engaged in unethical behavior or in illegal activities;
 - b)** The Company will not accept as Clients, parties that cannot make a well informed and reasonable judgment as to the activities in which they are engaged;
 - c)** The Company will not accept as Clients, persons unwilling to provide sufficient documents/data and information as provided in the Agreement.

- d) The Company will accept only those new Clients who complete the appropriate Account Opening Procedure, as described in the Account Opening section of the Agreement, pass the Appropriateness Assessment and provide the Company with all necessary Verification Documents and information to the satisfaction of the Company. The Client should provide the Company with the following documents (‘Verification Documents’) and information:
- d¹) Proof of the Client’s Identity* – To prove his/her identity, the Client is obliged to provide the Company with a copy of his/her Passport or National Identification Card.
- Document has to be valid
 - Copy has to be in color (black and white copies are not acceptable)
 - All information on the document must be clear and visible

In case of legal persons, the Company shall obtain adequate data and information so as to understand the ownership and control structure of the Client.

- d²) Proof of the Client’s Residential Address* - In order to prove his/her residential address, the Client is obliged to provide the Company with a copy of his/her recent Utility Bill (*gas, water, electric, TV/Internet, landline phone*) or a bank statement issued in his/her name. The issuing date of the document cannot be older than 6 months. Electronically generated documents (e-bills/ e-statements) are not acceptable, which means that we can only approve documents, that:
- have arrived directly to Client’s residential address by post, or
 - have been obtained directly from the provider (i.e. a bank statement that the Client have obtained from his/her local bank branch)

There may be exceptional cases of verification depending on certain criteria determined internally by the Company pursuant to Company’s internal policies and practices. For instance, but not limited to, the Company reserves the right to approve a mobile phone bill as a proof of residential address, if the bill issuing institution applies the same KYC and customer verification policies as the ones implemented by the Company.

- d³) Proof of the Client’s Payment Method* (depending on the payment method: a credit/debit card copy, proof of bank transfer or a screenshot from the e-Wallet)
- d⁴) Information and data that are used for the construction of the Client’s economic profile.

*Detailed information regarding Verification Documents can be found on the Company’s Website and/or the Client shall be informed about required Verification Documents via e-mail. The Company reserves the right to request additional documentation if necessary.

- 7.1.1** The Company will accept a prospective or potential Client only when it becomes fully satisfied that the Client complies with Know Your Customer and due diligence procedures to ensure that a new relationship with the potential Client does not negatively affect the reputation of the Company.
- 7.2** The Company undertakes identification procedures (which includes the creation of customer’s economic profile and the carrying out of Appropriateness/suitability Test) on Clients prior to the establishment of the business relationship. Pursuant to Circular C157

issued by CySEC on the 24th of June 2016, the verification of the identity of the customer may be completed, during the establishment of the business relationship provided that certain conditions are met, namely if it is necessary not to interrupt the normal conduct of business provided that the process of verifying the procedure is completed as soon as practicable after the initial contact (initial contact takes place the moment that the Client either accepts the terms and conditions or makes his/her first deposit, whichever comes first) and where there is little risk of money laundering or terrorist financing occurring.

7.3 Therefore, the Company reserves the right to complete the verification process during the Probation Period, as specified in the Commencement of the Terms and Conditions and the Right to Cancel section of the Agreement.

7.4 For cumulative amount of deposited funds not exceeding 2000 EURO originating from an European bank account (or through other means that are linked to the said bank account e.g. credit card), that is in the name of the customer, Clients may be able to trade without the provision of any Verification Documents, if they will provide all required documents within fifteen (15) Calendar Days from the initiation of the business relationship with the Company. The Client further agrees that if he/she will fail to provide sufficient documentation within fifteen (15) Calendar Days during the establishment of the business relationship, the access to the Company’s services and the Online Trading Facility shall be limited. Upon provision of the sufficient Verification Documents to the satisfaction of the Company, Client’s trading account shall be verified and the Client shall be able to continue/resume trading. In case that the Client does not comply within 15 Calendar Days from the initial contact, then on the day of the deadline’s expiry, the Company will close all open positions (if any) and place the Account on read only mode (disable trading) until the balance in the Client’s account is returned to the customer/beneficial owner, to the same bank account, from which the money originated from, and terminate the business relationship with such Client, in compliance of the Termination and Default section of the Agreement. The Company will inform the Client before of such actions via an email or phone.

The Client understands and agrees that certain payment providers (i.e. Przelewy24) do not provide the Company with all the necessary information regarding the origin of funds and in such cases, in order to proceed with the refund, the Company shall request additional documents from the Client (i.e. Proof of Deposit in the form of a bank transfer confirmation, which will indicate the details of the bank account used for the initial deposit).

7.5 Accounts of Clients who deposited more than 2,000 EURO, will be automatically set to read only mode (disable Trading) upon registration. The Company will place the Client’s account on active mode ONLY if the Client submits all the requested Verification Documents within fifteen (15) Calendar Days from the initiation of business relationship. In case that the Client does not provide sufficient Verification Documents within 15 Calendar Days from the initiation of business relationship, the Company has the right to immediately terminate the business relationship and send the money back, to the same source as the money has originated from. The procedure for returning the funds will occur immediately, regardless whether the Client has requested the refund of his/her funds or not, in compliance with the Termination and Default section of the Agreement.

The Client understands and agrees that certain payment providers (i.e. Przelewy24) do not provide the Company with all the necessary information regarding the origin of funds and in such cases, in order to proceed with the refund, the Company shall request additional documents from the Client (i.e. Proof of Deposit in the form of a bank transfer confirmation, which will indicate the details of the bank account used for the initial deposit).

- 7.6** If, during the business relationship, the Client fails or refuses to submit, within a reasonable timeframe set by the Company, the required Verification Documents, data and information requested by the Firm; the Company is entitled to terminate the business relationship and close all Client’s accounts. Moreover, during the business relationship additional documents may be requested by the Company and/or an update of the existing documents. If the Client denies providing these documents without any legitimate reason, the Company is entitled to terminate the business relationship and close all Client’s Account(s), in compliance with the Termination and Default section of the Agreement.
- 7.7** The Company takes no responsibility for any possible delays and losses suffered by the Client, if his/her Verification Documents are outstanding.
- 7.8** The Client warrants and represents that at all times all the information provided to the Company shall be true, accurate, up to date and complete and that the Client shall update the Company in writing via e-mail (sent to the Company from the Client’s registered e-mail address) or through the Online Trading Facility (where available) upon any changes in regard to the information provided.
- 7.9** Client hereby agrees that the information collected and obtained from the Client may be used by the Company, its agents and service providers and regulatory bodies to conduct identity, fraud, AML, credit and other checks and the Client hereby authorizes the above entities to conduct the above checks. The Company shall use all the information obtained from the Client in accordance with its Privacy Policy, which can be found on the Company’s Internet Website.

8. Account Opening

- 8.1** In order to open a Trading Account every potential Client shall be required to successfully complete the Online Registration Process as determined by the Company, at its sole discretion.
- 8.2** The Client agrees and understands that once he/she completes the Online Registration Form, the Company receives his/her Application for Online Account Opening. At this point, the Client authorizes the Company to use all the information provided by him/her so that the Company can use such information in order to conduct any searches for the purpose of verifying Client’s identity, against any particulars on any database (public or otherwise) to which such third parties have access to.

- 8.3** The Client agrees and understands that once he/she initiates business relationship with the Company, the Client is obliged to cooperate with the Company fully and to promptly supply any information and documents required in order to verify his/her Trading Account.
- 8.4** The Client agrees and understands that it is his/her responsibility to provide the Company with the most accurate and up-to-date information, as the Company relies on the information presented by the Client in the Online Registration Form.
- 8.5 Account Opening Process**
- a)** Prospective Client shall complete the Online Registration Form and read, and accept the Privacy Policy and Order Execution Policy (both documents are available on the Company’s Internet Website).
 - b)** Upon completion of the Online Registration Form, prospective Client shall receive an SMS or e-mail with his/her PIN code, used to verify his/her credentials.
 - c)** The prospective Client shall complete the Registration Process and the Appropriateness Assessment from the Secure Members Area (‘Members Ara’).
 - Investors, who will fail the Appropriateness Assessment, will be refused access to the trading platform and they will not be allowed to trade with the Company.
 - d)** Once the Registration Process is complete, the Client will be able to create a Trading Account. After creating the account and choosing its specifications (account type, base currency, etc), the Client shall receive an e-mail with the login credentials (‘Access Codes’) for the MT4 Platform.
 - e)** The Client will accept the Terms and Conditions of Use together with the remaining Legal Documentation before funding his/her Trading Account for the first time. This will initiate business relationship between the Client and the Company.
 - f)** The Client understands and agrees that he/she will provide all necessary Verification Documents and information required in order to verify his/her Trading Account within fifteen (15) days from initiating business relationship with the Company. Should the Client fail to provide the requested information, the Company withholds the right to terminate the Agreement, in compliance with Termination and Default section of the Agreement.
 - g)** Once the Company will be satisfied with all documentation and information received, the Client’s Trading Account shall be verified and the Client shall receive an e-mail confirming that due diligence and KYC process has been successfully completed.
- 8.6** The Client acknowledges that he/she has the right to cancel the Agreement during the Probation Period or terminate the Agreement at any other time afterwards, as described in the Termination and Default section of this Agreement.
- 8.7** The Client acknowledges that the Company is not obliged to accept Client’s Application for online Account opening and that the Company has the right to terminate the Agreement

during the Probation Period or at any other time afterwards, as described in the Termination and Default section of this Agreement. Additionally, the Company is not obliged to provide the Client with the reason for the termination.

9. Client Categorization

- 9.1** Following the implementation of the Markets in Financial Instruments Directive (MiFID) in the European Union revised and implemented on the 3rd January 2018 as MIFID II and in accordance with the Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007) in Cyprus, the Company is required to categorize its Clients into one of the following three categories: Retail, Professional or Eligible Counterparty.
- 9.2** Unless the Company agrees otherwise in writing, the Client shall be treated as a Retail Client in accordance with applicable legislation, as amended from time to time.
- 9.3** To request a change in Client Categorization, you will need to inform us in writing, notifying us about your request to be treated as a Professional Client, either generally or in respect of a particular investment service or transaction, or a type of transaction or product. Our Online Trading Facility is intended only for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use the information from our Online Trading Facility (and/or from any other of our information systems) for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Platform. Unless we expressly agree otherwise beforehand and in writing, we are providing our Online Trading Facility only to Persons who are Non-Professional Users and only for the purpose of, and subject to these Terms. You represent and warrant to us of the date of acceptance of these Terms and Conditions and each time you access our Online Trading Facility that you are a Non-Professional User. You will notify us immediately in writing if you cease to be a Non-Professional User and acknowledge that as a result of doing so we may restrict, suspend and/or terminate your access to all or part of our Online Trading Facility, at our sole discretion, without being obliged to provide you with any explanation or justification.
- 9.4** The type of Client Categorization will determine the level of protection afforded to the Client under applicable legislation. A Retail Client is afforded with the highest regulatory protections available. The Company will notify the Client in writing to inform him/her of his/her loss of certain regulatory protection(s) prior to agreeing to Client’s re-categorization request.
- 9.5** The Client Categorization Policy may be reviewed, at any time, by the Company at its own discretion. The Client shall be notified in writing by the Firm in relation to the above.
- 9.6** A full explanation and description of procedures applied for categorization of Clients can be found in the Client Categorization Policy which is posted on the Company’s website. The Client Categorization Policy forms part of Company’s Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company’s Terms and

Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Client Categorization Policy.

10. Authorized Representative

- 10.1** The Client has the right to appoint an Authorized Representative to give Orders to the Company, provided that the Client has notified the Company in writing of exercising such right and that the Authorized Representative is approved in writing by the Company. Any such approval shall be at the Company’s sole discretion. In order to approve the Authorized Representative, the Company shall require the Approved Representative to provide identification details and other documents and information (i.e. the Fund Manager License).
- 10.2** By appointing an Authorized Representative, the Client waives any claim or demand he/she may have against the Company, its directors, employees, shareholders and agents with respect to any damage he/she may incur due to any action or omission of the Authorized Representative.
- 10.3** The Company, in accordance with general rules regarding power of attorneys, is entitled to receive Orders from an Authorized Representative.
- 10.4** Unless the Company receives a written notification from the Client for the termination of the said Authorized Representative’s appointment, the Company will continue accepting Orders given by this Authorized Representative on the Client’s behalf.
- 10.5** The Company may refuse to approve the nomination of an Authorized Representative, or act upon any instruction from an Authorized Representative in: (i) the Event of Default; (ii) the event where the Company suspects that the disposal pursuant to the instruction submitted is made in violation of the Laws and Regulation, any other applicable laws and regulations, usual market practice and including but not limited to legislation on money laundering, insider trading, or applicable bankruptcy or insolvency laws; or (iii) if the disposal will put the Clients or the Company at any economic or legal risk; (iv) if the Company suspects that the Client or the Authorized Representative are trading or otherwise using the Company’s services in a fraudulent, manipulative or dishonest manner; (v) for any other reason whatsoever at the Company’s sole discretion.
- 10.6** If the Client wishes to terminate a nomination of an Authorized Representative, the written notification for the termination has to be received by the Company with at least 5 working days’ notice prior the termination date.

11. Appropriateness Assessment

- 11.1** The Company is required by the applicable laws and regulations to assess Clients’ knowledge and experience in trading in complex financial instruments such as CFDs in order to evaluate whether such instruments are appropriate for them.

- 11.2** As such, no deposits irrespective of amount can be accepted, unless the Client provides information for the construction of his/her economic profile and undertakes the Appropriateness Test.
- 11.3** The reason for assessing the appropriateness is to enable the Firm to act in the Client’s best interest and assess whether the services and products that the Client seeks to be provided with are appropriate for him/her. In this respect, the Client is encouraged to provide accurate and sufficient information about his/her knowledge and experience related to the services and products envisaged so as the Firm can properly assess whether those services and products are appropriate for each specific Client. If the responses provided by any Client are considered as insufficient or are inconsistent or conflicting, the Company may require further clarifications as to these responses or it may reject Clients’ application for the Account Opening. The Client acknowledges that by providing misleading and/or false information in terms of the Appropriateness Test, the Company will not be held responsible for any excessive losses that might be caused due to the high leverage.
- 11.4** The Company reserves the right, at any time, to require additional information for the purposes of the Appropriateness Assessment.

12. Leverage

- 12.1** In accordance with Product Intervention Measures introduced by the European Securities and Markets Authority (ESMA) and implemented on the 1st of August 2018, the Company is offering the following leverage to its Retail Clients:
- 30:1 for major currency pairs
 - 20:1 for non-major currency pairs, gold and major indices
 - 10:1 for commodities other than gold and no-major equity indices
 - 5:1 for individual equities and other reference values
 - 2:1 for cryptocurrencies
- 12.2** The Company ensures that the maximum loss for the Clients at any point in time shall never exceed the Client’s available funds (Negative Balance Protection).
- 12.3** For the Professional Clients, the maximum leverage available is 1:500, however the Company may determine at its own discretion, the leverage applied on an asset class basis or per financial instrument offered on the Company's Website.
- 12.4** All information regarding the leverage, margin requirements and trading limits for both Retail and professional Clients, are available on the Company’s Internet Website.
- 12.5** It should be noted that the Company shall monitor the leverage ratio applied to Clients’ positions at all times. The Company also reserves the right to decrease the leverage ratio based on the Client’s trading activity in order to prevent Company’s market overexposure to high market risk due to abnormal market conditions and price fluctuations that might affect

the interest of any other active Client. A notification will be sent to the Client, via any durable mean like the Online Trading Facility and/or by e-mail, notifying the Client of any change in trading conditions, including but not limited to leverage ratio.

- 12.6** The Company is monitoring the trading conditions including but not limited to the leverage ratio in order to prevent any abuse of its Negative Balance Guarantee Policy by any Client.
- 12.7** The Client accepts that the Company reserves the right, at any point in time, to cancel trades and/or cancel Clients’ withdrawal request and/or make any other necessary balance adjustments in the event that the Firm determines and/or suspects, at its sole discretion, that the Client voluntarily and/or involuntarily abused and/or is currently abusing the "Negative Balance Protection" offered by the Company, by way of, but not limited to, hedging his/her exposure using his/her trading account(s), whether under the same profile and/or in connection with another Client(s).

13. Electronic Trading

- 13.1** Once the Agreement commences, as described in the Commencement of the Terms and Conditions and the Right to Cancel section of the Agreement, the Client shall:
- a)** Download and install the Trading Platform(s) software (the ‘Software’) available online on the Company’s Website and/or access his/her account through the Web-based trading platform (if applicable); and
 - b)** Receive, through an e-mail, access codes (the ‘Access Codes’) to enable him/her to log-in to the Online Trading Facility in order to send and/or modify instructions for the purposes of trading financial instruments.
- 13.2** The Software, which may have been developed by a party other than the Company, supports data security protocols compatible with the protocols used by the Company.
- 13.3** The Company is responsible for maintaining its Online Trading Facility and other related systems updated; therefore, the Client accepts that the Company or a relevant third party may, from time to time, perform maintenance that may include shutting down, restarting, or refreshing the servers to ensure the effective and efficient operation of the Online Trading Facility or other related systems; these actions may cause the trading or other related systems to be inaccessible for a period of time. The Client accepts that the Company bears no responsibility for any loss, including financial loss, caused due to any of the above.
- 13.4** The Client accepts that the Company is not an internet service or electricity provider; consequently, the former accepts that the Firm is not responsible for any failure to provide an investment or ancillary service, if such failure arises as a direct or indirect result of an internet service or electricity failure. Accordingly, any Instruction sent by the Client or on the Client’s behalf via Company’s Online Trading Facility or by e-mail shall only be deemed to have been received and shall only then constitute a valid Instruction and/or binding Contract between the Client and the Company, when such Instruction has been recorded as executed

by the Firm or on Firm’s behalf. By itself however, such instruction shall not constitute a binding Contract between the Client and the Company.

13.5 The Client accepts that when using Company’s Online Trading Facility, the Client must:

- a) ensure that his or her computer systems are maintained in good order and are suitable for use with Company’s Online Trading Facility;
- b) run such tests and provide such information to the Company as the Company shall reasonably consider necessary to establish that the Client’s computer systems satisfy the requirements notified by the Company to the Client from time to time;
- c) carry out virus checks on a regular basis;
- d) inform the Company immediately of any unauthorized Transaction or Instruction which the Client knows of or suspect and, if within the Client’s control, cause such unauthorized use to cease; and
- e) not at any time leave the computer terminal from which the Client has accessed Company’s Online Trading Facility or let anyone else use such computer terminal until the Client has logged off from Company’s Online Trading Facility.

13.6 The Client shall regularly consult the “Help” menus, User Guides or any other manuals provided via Company’s Online Trading Facility.

13.7 The Client understands and agrees that the Company is the sole counterparty in relation to the platform providers, and therefore the Client will not bring any legal action, including negligence, breach of contract or otherwise, to any third-party software and/or technology providers whose products and services assist in providing the service to the Client.

14.Trading Platform

14.1 The Company enables its Clients to trade Forex/CFDs via its Website ‘WebTrader’ (if applicable) and/or the Meta Trader 4 Trading Platform (MT4).

14.2 The Client shall download and install the Trading Platform form the Company’s Website, and use it solely for the purpose of obtaining the services set out in the Agreement, all in accordance with and subject to terms of this Agreement.

14.3 The Company makes no express or implied representation:

- a) that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs and upgrades);
- b) as to the operation, quality or functionality of the Trading Platform;

- c) that the Trading Platform will be free of errors or defects; and
- d) that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Client’s data or other property.

14.4 The Client agrees not to either intentionally, recklessly, negligently or otherwise:

- a) use the Trading Platform for unlawful purposes or in any manner that breaches the terms of this Agreement;
- b) interfere (nor attempt to) with or disrupt the proper operation of the Trading Platform, hardware, systems or networks, including (but not limited to) knowingly or negligently transmitting files that may contain malicious content capable of interfering in any way with the operation of the Trading Platform;
- c) take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded.

14.5 From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Trading Platform(s) without liability under this Agreement. The Client agrees to accept such modification(s) as part of this Agreement.

15. Security, Authenticity and Access

15.1 The Client shall be solely responsible for any instructions sent and/or received through the Online Trading Facility from the Client or his/her Authorized Representative.

15.2 The Client shall ensure that his/her Access Codes remain confidential at all times. If, under any circumstances, the Client reveals the Access Codes to either natural or legal person, other than his/her Authorized Representative, the Company shall bear no responsibility for any loss that arises, including but not limited to financial loss, as result of the Client’s actions. Without prejudice to any other provisions of these Terms and Conditions, the Client will be liable for all Transactions and/or Contracts executed by means of his/her Access Codes, even if such may be wrongful.

15.3 The Client shall immediately inform the Company if it comes to his/her attention that the Access Codes have been used, either for trading or other purposes, without his/her express consent. The Client accepts that the Company is unable to identify any instances when a person, other than the Client or his/her Authorized Representative, is logging-in to the Online Trading Facility without the Client’s express consent.

15.4 The Client accepts that the Company bears no responsibility if either a natural or legal person attains through unauthorized access any information, including information regarding Client’s trading, whilst such information is being transmitted from the Client to the Company

(or any other party authorized by the Company) and vice versa; such transmission may either occur through electronic means or other.

15.5 The Client accepts that the Company bears no responsibility for any loss, including but not limited financial loss, incurred by the Client due to inability of the latter to access the Online Trading Facility if this has been caused:

- a) due to the Client’s failure to maintain the Software updated as required or
- b) due to any mechanical, software, computer, telecommunications or electronic system failure that could have been controlled by either the Client or the Firm.
- c) Internet failure

15.6 If for any reason the Client is unable to access that Online Trading Facility in order to send an instruction for the purposes of trading financial instruments he/she may contact the Brokerage Department by email at support@nessfx.com or call on +357 25 108 111 to place a verbal instruction. It should be noted that the Company reserves the right to reject such instruction when the operator of the Brokerage Department is not satisfied with the Client’s identity or clarity of instructions; under such circumstances, the Company reserves the right to request from the Client to transmit an instruction through another mean. The Client accepts that the times of excessive transaction flow there might be some delay in connecting over the telephone with a member of the Brokerage Department, especially when there are important market announcements.

15.7 The Client accepts that the Company reserves the right to terminate Client’s access to the Online Trading Facility in order to ensure and/or restore the orderly operation of the Online Trading Facility and protect the interests of both the Clients and the Company; under such circumstances the Company may, at its discretion, close any of the Client’s Trading Account(s), in compliance with the Termination and Default section of the Agreement.

15.8 The Client understands that the Company has the right to suspend his/her Account, if the Company, at its sole discretion, deems such action as necessary, in compliance with the Termination and Default section of the Agreement.

16. Instructions and Orders

16.1 The Company shall accept instructions that have been transmitted by the Client only through the Online Trading Facility or other electronic means and manner accepted by the Firm.

16.2 The Company may, at its discretion and under certain circumstances, accept instructions by telephone, provided that the Company is fully satisfied with:

- a) verification of Client’s identity and
- b) clarity of Client’s instructions.

- 16.3** The Client accepts that the Company bears no responsibility for any instructions that have been not transmitted and/or have been misinterpreted and/or otherwise, for any reason.
- 16.4** The Company is under no obligation to monitor Client’s trading or funding activity; therefore, the Company may execute an instruction received from the Client without any further inquiry even if such instruction is not in Client’s best interest.
- 16.5** The Company, at its sole discretion may confirm instruction(s) received from the Client, if the Company deems that to be necessary, via any means.
- 16.6** The Client accepts that unless the Company receives a written notification from the Client for the termination of the Authorized Representative’s appointment, as explained in the Authorized Representative Section of this Agreement, the Company will continue accepting Orders given by this Authorized Representative on the Client behalf.
- 16.7** A Client may cancel Limit Order(s) and/or Pending Order(s) only before such Order(s) has been executed via MT4. Clients cannot cancel Limit Order(s) and/or Pending Order(s) when the relevant Market is closed. Client’s instructions might be cancelled only if the Company has not acted upon those instructions. The Company has no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.
- 16.8** The Client accepts that once a Market Order(s) is/are placed, it/they cannot be revoked. The Client is aware that the Company is under no obligation to cancel Market Order.
- 16.9** The Client accepts that the Company reserves the right to refuse to execute any order(s), as provided in the Refusal to Execute Orders section of the Agreement.

17. Order Execution

- 17.1** The Company is obliged to take all reasonable steps to obtain the best possible result (‘Best Execution’) on behalf of its Clients when executing orders, as provided in the Best Execution Policy.
- 17.2** The Order Execution Policy forms part of Company’s Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company’s Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Order Execution Policy.
- 17.3** When establishing a business relation with the Client, the Company is required to obtain Client’s prior consent to the Order Execution Policy. The Company is also required to obtain Client’s prior express consent before it transmits Client’s order for execution outside a regulated market or an MTF (Multilateral Trading Facility). The Company may obtain the above consents in the form of a general agreement. So, if the Client enters into a separate Agreement with the Company, the Client also consents to Order Execution Policy.

- 17.4** Order Execution Policy contains the most important and relevant components of the Company’s execution policy, which provides information in respect to orders and help Clients to effectively use Company’s Order Execution services.
- 17.5** The Company reserves the right to amend the Order Execution Policy without any notice. Every amended on the Order Execution Policy shall be posted on the Company’s Website and it will be freely accessible to anyone.
- 17.6** The Company will monitor the effectiveness of its Order Execution arrangements and this Policy and regularly assess whether or not the execution venues it accesses continue to provide the best possible results for orders it executes on behalf of Clients. The Company will review, at least annually or when a material change occurs, both its order execution arrangements and this Policy. Material changes to this Policy will be notified through the Company website and be available to actual and potential Clients.

18. Refusal to Execute Orders

- 18.1** The Client accepts that the Company shall have the right, at any time, to refuse as its discretion the provision of any investment or ancillary service, including, but not limited to, the execution of instructions for the purpose of trading financial instrument(s), without providing notice to the Client.
- 18.2** The Company shall refuse to execute order(s) if it has reasonable grounds to believe that the execution of a Client’s order may:
- a)** affect the orderly function of the market
 - b)** constitutes an abusive exploitation of privileged confidential information
 - c)** contributes to the laundering of illegal funds
 - d)** affects in any manner the reliability or orderly operation of the Online Trading Facility
 - e)** the Client’s order related to the purchase of a financial instrument but there is insufficient free margin in the relevant trading account to cover such purchase and any applicable charges.
- 18.3** The Company reserves the right to refuse the execution of pending order and/or modify the opening/closing price of an order if a technical or other error occurs.
- 18.4** The Client accepts that if the Company was to refuse the execution of Client’s order(s), under the Refusal to Execute Orders section, the obligations of the Client under the Agreement shall remain unaffected.

19. General Trading Conditions

- 19.1** The Company is an STP (straight through processing) broker offering Market Execution of Client's Orders.
- 19.2** Only the Client or the *Authorized Representative* (appointed in accordance with the Authorized Representative section of the Agreement) are authorized to give instructions and Orders on the Account (in compliance with *Instructions and Orders* section of the Agreement).
- 19.3** All information regarding available assets and the specification of each financial instrument offered by the Company are presented on the Company's Internet Website and on the MT4 Trading Platform. In case of any inconsistencies between the information available on the Company's Internet Website and the MT4 Terminal, the information provided via MT4 Platform shall prevail.
- 19.4** The Company reserves the right to amend, at any time, the product specifications of any financial instruments, available online the Company's Website and MT4 Terminal, 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 is monitoring his/her e-mail messages, notifications posted in the Members Area, MT4 notification board and the Company's Website in order to remain informed, at all times, regarding the latest product specifications.
- 19.5 Market Hours**
- The Client may trade through his/her trading account from Sunday 00.00 (Cyprus Time) until Friday 00.00 (CY time). During the daylight-saving hour's period, trading time will be from Sunday 23:00 (CY Time) until Friday 23:00 (CY Time). It should be noted that trading of certain financial instruments occurs during specific time frames, which are provided on the Company's website.
- 19.6 Price**
- 19.6.1** Bid – Ask Spread: For any given Financial Instrument, the Company will quote two prices: the higher price ASK at which the Client can buy (go long) that Financial Instrument, and the lower price (BID) at which the Client can sell (go short) that Financial Instrument; collectively they are referred to as the Firm's price. The difference between the lower and the higher price of a given Financial Instrument is the spread.
- 19.6.2** The Client hereby agrees that the Company's prices shall be the only relevant prices for the Client's Orders and Transactions.
- 19.6.3** The Client acknowledges and agrees that the Company is under no obligation to quote any specific price which is quoted in a specific Financial Market.

19.6.4 Any references of the Client to prices of other trading or information systems or of other Clients shall be disregarded. The Company has the right at its sole discretion to increase or decrease spreads on Financial Instruments depending on market conditions and Client’s profile. The Client acknowledges that events such as changes in the Financial Markets, news announcements, political and economic events or periods of low liquidity may result in wider spreads. The Client acknowledges and agrees that Spreads may widen at any time and without prior notice and that there is no limit to how wide Spreads may be.

19.5 Orders

19.5.1 The Company shall receive, execute and transmit all Orders strictly in accordance with the Trading Conditions and in compliance with its Order Execution Policy. The Company will have no responsibility for checking the accuracy or the logic of any Order.

19.5.2 The Company has the right to refuse to execute the order in compliance with the Refusal to Execute Orders section of the Agreement.

19.5.3 Types of Orders

The Company shall provide the Client with an option to place, following order types:

- a) A Market Order which is an order that the Company makes every effort to execute at the best available price. Generally, this order will be executed immediately, however, the price at which a market order will be executed is not guaranteed, and may be executed at a worse or better price, known as negative or positive slippage. The Client may attach a stop loss and/or a take profit and/or a trailing stop when entering Market Order.
- b) A Limit or Range Order which is an order to sell a financial instrument at no less than a specific price or buy a financial instrument at no more than a specific price. The Client may attach a stop loss and/or a take profit before the order is executed. In this case the order will be executed at the price specified or better.
- c) A Pending Order or an Entry Order which is an order to be executed at a later time and a price that the Client specifies. When the price reaches the price specified by the Client, then the order becomes a market order. Negative and positive slippage applies to pending orders. The Client has the option to place the following pending or entry orders:
 - c¹) A Buy Limit Order, which is a pending or entry buy order placed below the current market price. If the market price drops to the level of the buy order that order is then triggered.
 - c²) A Buy Stop Order, which is a pending or entry buy order placed above the current market price. If the market price rises to the level of the buy order that order is then triggered.
 - c³) A Sell Limit Order, which is a pending or entry sell order placed above the current market price. If the market price rises to the level of the sell order that order is then triggered.

c⁴) A Sell Stop Order, which is a pending or entry sell order placed below the current market price. If the market price drops to the level of the sell order that order is then triggered.

d) A Trailing Stop Order which is a stop loss order set in terms of points (pips) level below the market price – for a long position and above the market price – for a short position. The trailing stop price is adjusted as the price fluctuates.

19.5.4 Such orders as Buy Limit, Buy Stop and Stop Loss/ Take Profit for opened short positions are executed as ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss/Take Profit for opened long position are executed at BID price. All orders once triggered are executed as Market Orders at the best available price.

19.6 Size of Order

The size of an Order is expressed in lots. The minimum and the maximum order size may depend on the account type and/or asset class and/or particular financial instrument. The Company reserves the right to alter the minimum and/or maximum order size at any given time. A detailed information regarding available order sizes can be found on the Company’s Internet Website.

19.7 Costs

The Client is charged a spread (liquidity quoted prices plus a mark-up) and may be requiring paying swaps (overnight interest rate) or commission, if applicable, in some financial instruments depending on the account type. Commissions and Swaps are not incorporated in to the Company’s quoted prices, but charged separately. A detailed information regarding costs is provided in the Costs, Fees and Charges section of the Agreement.

Upon closing a Transaction, and subject to any applicable adjustments for interest and dividends in accordance with this Agreement:

A) The Company will pay the Client the difference between the price in which the Transaction was opened and the price in which the Transaction was closed, multiplied by the number of units of the Underlying Instrument that comprise the Transaction if the Transaction is:

- a long Transaction and the Transaction’s closing price is higher than its opening price; or
- a short Transaction and the Transaction’s closing price is lower than its opening price; and

B) The Client will pay the Company the difference between the price in which the Transaction was opened and the price in which the Transaction was closed, multiplied by the number of units of the Underlying Instrument that comprise the Transaction if the Transaction is:

- a long Transaction and the Transaction’s closing price is lower than its opening price; or

- a short Transaction and the Transaction's closing price is higher than its opening price.

19.9 Rollovers and Expiration Dates

19.9.1 For certain CFDs, an expiry date may apply (Expiry Transaction). The Client acknowledges and agrees that the Company will have the right to close any Transaction and remove any pending orders, in its sole and absolute discretion without notice, if the Reference Instrument is a derivative financial instrument which may settle on expiry by a delivery other than in Cash (Spot), at a reasonable period prior to the expiry date (the details of these dates are available at the Company's website), as determined in the sole and absolute discretion of the Company (Usually on the expiry date). The Company will not be subject to any obligation to rollover any position which is subject to settlement on expiry. The price of an expiry transaction will be based on the current available market price, at the time the transaction is executed.

19.9.2 The Client acknowledges that it is the Client's responsibility to make himself/herself aware in regard to CFDs expiry dates. Information regarding the expiry dates of CFDs is available on the Company's Website.

19.10 Dividends

In the event of a distribution of cash dividends in relation to a share CFD, a dividend adjustment will be made to the Client's Balance with respect the underlying share's Positions held by the Client at the end of business day which precedes the ex-dividend date. The dividend adjustment shall be calculated by the Company, based on the size of the dividend, the size of the Client's position, taxation (if applicable) and whether it is a buy or a sell Transaction, whereby in long Positions the adjustment shall be credited to the Client's Balance and in short positions the adjustment shall be debited from the Client's Balance. Dividends shall be credited or debited from the Client's Balance outside the underlying share's trading hours and before and the opening of the share's next trading day, and are contingent upon the Client holding his/her respective Position at the time of the dividend adjustment. During this period, in order to keep the fair value of the Client's Equity until the opening of the next trading day, the Company shall adjust the Client's Position in accordance with the dividend amount debited or credited from the Client's Balance.

19.11 Margin Call

A Margin Call occurs when the Account's equity is about to drop below the margin requirement needed to maintain open Transaction(s). The equity-to-margin ratio level triggering Margin Call, is provided on the Company's Internet Website. The Company reserves the right to change the Margin Call level at any time and at its own discretion. The continues drop of the equity-to-margin ratio after triggering Margin Cal may lead to a Stop-out.

19.12 Stop-out

A Stop-out occurs when the account's equity drops below the margin requirement needed to maintain open Transaction(s). The equity-to-margin ratio level triggering Stop-out, is

provided on the Company's Internet Website. The Company reserves the right to change the Stop-out level at any time and at its own discretion.

Once the Stop-out is triggered on the Client's Account, the MT4 will automatically start closing open positions, starting from those, which bring the most significant losses. The system will continue to systematically close transactions until the increase of the equity-to-margin ratio reaches the required level.

The Client should note that a Stop-out may occur even if the Account is fully hedged. When an account is fully hedged, no margin requirement is needed, however the equity is affected by the floating PnL. If the spread widens, the floating PnL will increase. In this case, if floating PnL is greater than the equity, the account will get stopped out.

19.13 Negative Balance Protection

It is the Company's policy that the Client's Equity in the Account will never fall below zero. In the event that a Position is closed at such price causing the Equity to fall below zero, the Company shall waive its right to receive the balance from the Client.

19.14 Slippage

Due to fast moving markets, all type of Orders as disclosed in the General Trading Conditions section of the Agreement will be executed at prices worse or better due to Negative or Positive Slippage, although the Company will take all reasonable steps to provide Clients the best available price.

It is important to note that Slippage does not affect the Negative Balance Protection and therefore the Client will never lose more than the amount invested (including any profit, if gained), even if a slippage occurs. In addition, transactions in some currencies (e.g. RUB) or other instruments (e.g. shares, indices) which are not traded on a 24 hours basis, may experience a Market Gap on a daily basis and are therefore are more susceptible to slippage.

19.15 Market Gap

The Client understands that a Market Gap may occur due to abnormal market conditions and/or as a result of the price difference between the closing and the opening price.

In case of a Market Gap, the Company shall execute all pending limit or stop orders at the first available market price for the corresponding position size.

19.16 Shares CFD – Expiration

CFDs whose Underlying Assets are Shares are traded in conjunction with the times in which the underlying share is traded. Without derogating the provisions of the Agreement, Share CFD Transactions may be terminated by the Company upon the occurrence of such events as: Corporate Actions, Suspension, Trading Termination, Insolvency. In such event, the settlement price shall be the last traded price at or prior to the time of termination.

19.16.1 Corporate Actions

- i) If a corporate action materializes, the Client accepts that the Company reserves the right to make appropriate adjustments to the value and/or size of a transaction and/or number of

any related transactions; any such adjustment aims in preserving the economic equivalent of the rights and obligations of both the Client and the Firm immediately prior to a corporate action. It should be noted that these adjustments are conclusive and binding upon the Client; the Client will be informed accordingly by the Company as soon as reasonably practicable.

- ii) The Client accepts that if he/she has any open positions that are affected by the corporate action, on the ex-dividend day the Company reserves the right to close such positions at the last price of the previous trading day and open the equivalent position at the first available price on the ex-dividend day; under the above mentioned circumstances, the Company shall inform the Client accordingly, through the internal e-mailing system, no later than the closing of the trading session prior to the ex-dividend day.
- iii) The Company bears no responsibility for notifying the Client regarding announcement of corporate actions.
- iv) A client holding a long position on the ex-dividend date will receive the applicable dividend, in the form of a cash adjustment, deposited to the relevant account. A Client holding a short position on the ex-dividend date will be charged the applicable dividend, debited from the relevant trading's account free equity. In the event a Client maintains a short position on the ex-dividend date and has insufficient free equity in their trading account to cover the reverse cash adjustment, the Company reserves the right to close the open position. Under such circumstances, the reverse cash adjustment shall be deduced from the trading account's balance.
- v) The Client accepts the Company retains no requirements to notify a Client in the event a trading account maintains insufficient free equity to cover a reverse cash adjustment for a short position.
- vi) In the event of a stock split, the appropriate adjustment on the Client's net position shall be reflected on the trading account in accordance with the announced stock split.
- vi) In the event of a share being de-listed, the Client's position will be closed at the last traded market price.

19.16.2 Suspension

If at any time trading on a relevant Financial Market or trading in a certain Underlying Asset is suspended, the Company shall suspend the trading in the CFD Transactions based on such Underlying Asset and calculate the value of the CFD with reference to the last traded price before the time of suspension, as reasonably determined by the Company. In the event that the aforesaid suspension continues for five Working Days, the Company may decide, at its sole and absolute discretion, a Closing Time and price of the relevant CFD. During the term of a CFD Transaction whose market is suspended, the Company shall have the right to terminate the CFD Transaction at its discretion, and to amend or vary the requirements.

19.16.3 Trading Termination

If an Underlying Asset has ceased (or will cease) to be listed, traded or publicly quoted for any reason and is not immediately re-listed, re-traded or re-quoted on the relevant Financial Market or quotation system (including in the event of any insolvency of a company whose shares constitute an Underlying Asset), the Closing Time of the relevant CFD shall be a reasonable time prior to such time in which the Underlying Asset will cease to be listed, traded or publicly quoted and the Company shall close all the relevant Transactions at the Closing Time.

19.16.4 Insolvency

If a company, whose shares form the CFD’s Underlying Asset goes into insolvency or is otherwise dissolved, the Company shall close any open Position in the CFD and cancel all Limit Orders relevant to such Underlying Asset. The closing date shall be the date of insolvency.

20. Anti - Money Laundering (AML) Policy

20.1 The Prevention of money laundering and terrorist financing is a major responsibility and aim of the Company. The Company is fully committed to prevent any money laundering activities through its services and as such, in the Company’s efforts to combat money laundering, the Firm fully complies with regulatory requirements enforced upon the Company by our regulatory authorities and ensures that the Company:

- a) Gets to know its Clients through request of legal documentation
- b) Identifies and report any suspicious transactions through the appropriate channels
- c) Carries on an on-going monitoring of any reported suspicious activities
- d) Maintains all transaction records of Clients for a minimum of 5 years, following termination of the Agreement
- e) Ensures that all staff is sufficiently trained in the appropriate KYC and AML procedures as well as in what constitutes suspicious activity and to reporting such activity to the appropriate personnel.
- f) Uses all resources available, within the Company’s and other countries to ensure that all suspicious activities have been investigated

20.2 The Company reserves the right to request all necessary Verification Documents from the Client before the expiry of the Probation Period, described in the Commencement of the Terms and Conditions and the Right to Cancel section of the Agreement. Additionally, the Company reserves the right to request additional or updated documentation, if it deems as necessary.

- 20.3** All information provided to the Company is available to regulatory authorities in both the country of origin of the funds, and the destination country of the funds.
- 20.4** The Company reserves the right to refuse to process a transfer at any stage if it believes/suspects it to be connected in any way to criminal activity or money laundering.
- 20.5** The Company is obliged to report all suspicious transactions to the relevant authorities and is prohibited from informing the Client that they have been reported for suspicious account activity. Account misuse may result in criminal prosecution.
- 20.6** The Company is strongly opposed on providing business to Clients whose funds are sourced from criminal activity.
- 20.7 Monitoring**
- The electronic monitoring of transactions is an issue that is receiving a great deal of attention by the financial services industry. More and more transactions are being undertaken electronically, without any human intervention, providing those involved in money laundering with greater opportunities to launder money and to remain undetected.
 - There is recognition by the industry and regulators that the electronic monitoring of transactions can provide some protection in dealing with this risk. A monitoring system can provide an effective way of identifying potential money laundering transactions.
 - Transactions executed for the Client are compared and evaluated against the anticipated movement of the account, the standard turnover, business and customer data/information held and according to the economic profile of the customer. Significant deviations are investigated and the findings recorded in the file of the Client.

21. Client Money

- 21.1** The Company will exercise reasonable skill, care and diligence in the selection, appointment and periodic review of the institution where Client Money is deposited, in accordance with its legal obligations. The Company takes into account the credit rating of the institution prior depositing Client Money with the said institution. The Company takes reasonable steps to periodically monitor the credit risk of that institution. The Company may use multiple institutions to ensure diversification and allocate internal percentage limits for each institution. It should be noted, that segregated accounts(s) will be established, maintained and operated according to the applicable rules and regulations.
- 21.2** The Client acknowledges and agrees that unless otherwise agreed in writing, any assets in the Client’s Account shall be held in an account or accounts maintained by, and in the name of, the Company and at the Bank Account/s of the Company’s choice and that the assets in the Client’s Account shall be commingled with the assets of other customers of the Company (omnibus accounts).

- 21.3** The Company shall not be liable for any losses that the Client may incur due to insolvency or any other analogous proceedings or failure of the financial institute or payment service provider in which Client’s funds are held. The financial institution to which the Company will process Client money may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.
- 21.4** The Company is not obliged to pay any interest to the Client for the funds deposited. The Client hereby waives any entitlement to any such interest.
- 21.5** Any monetary transfers shall only be given when Company’s system have debited and/or credited the funds to the relevant Account and the Company cannot guarantee how long this would take. The Company will use reasonable efforts to ensure such transfers, however the Company cannot be liable for any delays or other losses that may occur if, for instance, wrong or incomplete information has been provided.
- 21.6** The Client Accepts that any funds shall be deposited into his/her Account on the Value Date, net of any transfer fees or other charges incurred by the Company by the institution (or intermediary) involved in the process, that holds the funds or otherwise occur. The Company shall not be held liable for any delay, where the cause of such delay is not within the control of the Company.
- 21.7** The Client hereby irrevocably authorizes the Company to:
- a)** Credit the Client’s Account for all deposits, realized Profits, dividends (in long Positions) and Overnight Financing;
 - b)** Debit the Client’s Account for all withdrawals, realized losses, dividends (in short positions) and Overnight Financing and Fees; and
 - c)** Make any other adjustment in the Client’s Account as the Company may deem necessary in its sole discretion, acting reasonably and in accordance with the term of this Agreement.
- 21.8 Deposits**
- 21.8.1** With the exception of the first-time deposit, the Client may deposit funds into the Trading Account at any time as long as the Account is verified. All deposits shall be made in accordance with Payment instructions set forth on the Company’s Website.
- 21.8.2** The Client acknowledges that the Company cannot be held liable for how many days it takes from the sending bank, or other financial institution, or third-party payment solution providers, to send funds to the Company and the time the Company shall receive the funds.

21.8.3 Cash Deposits

The Company shall not accept any cash deposits, however if for whatever reason a cash deposit will be credited to the Company’ account, the Company reserves the right do request additional documents and information from the Client. The Client understands and agrees that all cash deposits shall be treated as bearing a high money laundering risk and therefore shall be investigated accordingly.

Cash Deposit Procedure:

- The Client will be requested to provide all required Verification Documents to the satisfaction of the Company, and
- The Client will be requested to fill in appropriate Cash Deposit Form provided to him/her by the Company, and
- The Client will be required to provide a bank statement or a bank account ownership confirmation issued by Client’s bank
- Once the Company will receive all the above documents, the Company will send the money back to the bank account provided by the Client and report abovementioned Cash Deposit to the appropriate authority.

21.8.4 Third-Party Deposits

The Company accepts no deposits from any Third-Parties. Payments can be made from bank accounts and/or credit/debit cards and/or e-Wallets registered under a name that matches the name of the owner of the Trading Account registered with the Company.

In case of Third-Party Deposits:

- the Company reserves the right to immediately send the money back to the same source, via the same payment method and remitter used to conduct the initial deposit.
- The Client acknowledges and agrees that the Company cannot be held liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.

21.9 Refunds and Withdrawals

21.9.1 The Client agrees that all refunds and withdrawals shall be processed to the same source, via the same payment method and remitter used to conduct the initial deposit, however if the payment method used initially by the Client to make a deposit is no longer in use, the Company reserves the right to request additional documentation and information from the Client in order to proceed with the said refund or withdrawal.

- If the initial deposit has been made via credit/debit card which has been since cancelled by the Client (or the payment card issuer), the Company will request the Client to provide a document issued by the bank confirming that a card has been cancelled and a bank statement or bank account ownership confirmation, showing details of a bank account that shall be used for the requested refund or withdrawal of funds.

- If the initial deposit has originated from a bank account which has been since closed by the Client, the Company will request the Client to provide a document issued by the bank confirming that this bank account has been closed and a new bank statement or new bank account ownership confirmation, showing details of a bank account that shall be used for the requested refund or withdrawal of funds.

21.9.2 The Client agrees that he/she is solely responsible for the payment details he/she is providing us with and the Company does not accept any responsibility for Client’s funds, if the payment details provided by the Client are incorrect or incomplete.

21.10 Refunds

21.10.1 Eligibility

Refunds are available to Clients who deposited funds in their Trading Account(s) but has not open any transaction yet. In such case a client may be refunded regardless whether or not he/she has provided the Company with all the necessary Verification Documents.

21.10.2 Procedure

- A)** Eligible Client shall contact the Company (contact details are provided on the Company’s Website) and request the initiation of the refund procedure in writing via e-mail. The Client shall use only his/her registered e-mail address when requesting a refund.
- B)** Client’s funds shall be returned to the same source, via the same payment method and remitter used to conduct the initial deposit, however if for whatever reason, the Company will not be able to proceed with such payment, the Company reserve the right to transmit the funds via an alternative payment method approved, verified and/or suggested by the Company, at its sole discretion.
- C)** The Client who is eligible for a refund is not required to provide the Company with Verification Documents, however certain payment providers (i.e. Przelewy 24) do not provide the Company with all the necessary information regarding the origin of funds and in such cases, in order to proceed with the refund, the Company shall request a bank transfer confirmation from the Client.
- D)** The Client understands and agrees that certain payment providers (i.e. Przelewy24) do not provide the Company with all the necessary information regarding the origin of funds and in such cases, in order to proceed with the refund, the Company shall request additional documents from the Client (i.e. Proof of Deposit in the form of a bank transfer confirmation, which will indicate the details of the bank account used for the initial deposit).

21.10.3 Time Restraints

Upon receiving a request from the Client, the Company shall proceed with the payment of a specified amount within the same day or depending on the time the refund request has been received the latest the next working day (however, the time needed for the funds to reach the Client may vary, depending on Client’s selected payment method). However, if the source

of funds in not clear to the Company, the Company shall request additional documents for the Client, which may significantly delay the refund process.

21.11 Withdrawals

21.11.1 Eligibility

Withdrawals are available to Clients who:

- have deposited funds in their trading account and
- have provided the Company with all the required Verification Documents to the Company’s satisfaction and their Trading Account status is ‘verified’, and
- have all their required Verification Documents up-to-date, and
- have no open Transaction(s) in the Trading Account they wish to withdraw the money from or have open Transaction(s) but the requested withdrawal will not cause a margin decrease below a certain level, which is provided on the Company’s Internet Website. The Company reserves the right to modify this margin level requirement at any time.

21.11.2 Procedure

- A)** Eligible Client shall place a withdrawal request via his/her Member’s Area.
- B)** Client’s funds shall be returned to the same source, via the same payment method and remitter used to conduct the initial deposit, however if for whatever reason, the Company will not be able to proceed with such payment, the Company reserves the right to suggest and/or request additional payment method from the Client.
- C)** The Client understands and agrees that if the Client has used multiple sources to deposit funds, the Company may have to use more than one of those sources to send the requested amount back to the Client. In such case the requested withdrawal amount may be split and send back in separate transactions to separate sources used by the Client when funding his/her Trading Account.
- D)** The Client understands and agrees that:
 - funds considered as initial deposit shall be returned to the same source, via the same payment method and remitter used to conduct the initial deposit, however if for whatever reason, the Company will not be able to proceed with such payment, the Company reserve the right to transmit the funds via an alternative payment method approved, verified and/or suggested by the Company, at its sole discretion.
 - funds considered as generated profit, shall be returned separately into Client’s bank account, regardless whether such bank account has been previously used by the Client for depositing funds to the Company or not. In such case, the Company shall request additional information from the Client (i.e. details of bank account in Client’s name) before proceeding with the withdrawal of profits.

21.11.3 Time Restraints

Upon receiving Client’s request, the Company shall proceed with the payment of a specified amount within the same day or depending on the time the withdrawal request has been received the latest the next working day (however, the time needed for the funds to reach the Client may vary, depending on Client’s selected payment method). However, if any of Client’s documents are not up-to-date, the Company shall request new, updated version of such document(s), which may significantly delay the withdrawal process.

21.12 Chargeback Policy

21.12.1 In the event of a chargeback placed by you with your credit card Company (done intentionally or by mistake) for any deposit made by you in your Company’s account, we reserve the right to block your account and then a thorough investigation will be carried out on behalf of the Company to determine the legitimacy of the chargeback. The blocked amount will only be released if the chargeback is found to be valid.

21.12.2 We do not tolerate credit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

21.12.3 We employ advanced risk modelling to detect fraudulent transaction clues across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active Orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources --such as worldwide fraud blacklists --to prevent fraudulent users from accessing our Online Trading Facility in the first place.

21.12.4 We consider credit card charge backs to be fraudulent if you make no reasonable effort to work with us to resolve any problems with your deposit. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but also cost us money, therefore:

A) If we determine that a deposit is high-risk or does not comply with our Compliance and risk Policies, the deposit will immediately be cancelled and the funds will immediately be refunded to the credit card from which the deposit was initially made. Furthermore, in such instances, we reserve the right, at our sole discretion, to close any and all of your Account(s) with us immediately. Any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately.

B) You agree that if you choose to do business with us and you file a chargeback with your credit card company, we initially follow an investigation to determine the legitimacy of your chargeback and in the event that you win the charge back argument, we will unblock the said amount the soonest possible. In the event that you do not win the charge back argument, you agree to charge the blocked amount of USD150 to your credit card, which will represent the “research and administrative processing fee” for

our time responding to the matter. You hereby authorize us to charge this amount to your credit card. If this charge is rejected, we will pursue legal action to recoup losses for our time associated with responding to the charge back in addition to any other fees explained above. You agree to reimburse us or any Representative we may appoint for any legal expenses your actions may make us incur.

- C)** Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

22.Costs, Fees and Charges

- 22.1** Prior to trading, the Client needs to consider applicable costs, fees and charges. The Client is solely responsible for requesting clarification from the Company in relation to the above, if necessary.
- 22.2** The Client should note that not all charges are represented in monetary terms and may appear, for instance, in points. For that reason, the Client needs to ensure that he/she understands the cost that the point amounts to in relation to a particular financial instrument.
- 22.3** The Company reserves the right to change, from time to time, any of the costs, fees and charges applicable to Clients when trading financial instruments without prior notice.
- 22.4** The Client agrees that any applicable charges shall be deducted from his/her trading Account.
- 22.5** The provision of services by the Company is subject to the payment of costs, fees etc. (the Costs). In addition to those Costs, other costs may be due by Clients directly to third parties. Changes to its costs will be notified to Clients by the Company through the website. In case of changes to fees of the Company, the Client may, within a period of 30 days from the notification, terminate the relationship with the Company. This paragraph applies to retail Clients only.

22.6 Spread and mark-up

22.6.1 Spread, a difference between the BUY and the SELL price, varies between different financial instruments; its size depends on the type of the Account Type held by the Client and market conditions.

22.6.2 The Client understands that the Company offers floating spread that may, without any notice, widen at any time.

22.6.3 The applicable Spreads (which include Company’s mark-up, if applicable) can be found on the Company’s Website.

22.7 Commissions

The Company charges the Commission only on the Platinum account type. The Commission charged equals 1.2 pip per each closed lot.

22.8 Overnight Financing – Swaps

22.8.1 The swap is the interest added or deducted for holding an open position over night.

22.8.2 Swaps are charged in the form of points and are based on market interest rates, which may vary from time to time. Moreover, swaps are subject to changes according to the Company’s liquidity providers’ rates.

22.8.3 Depending on the position held and the interest rate of the currency involved in the Transaction, the Client may be either credited or debited with financing.

22.8.4 The Company has the right to change the swap rates at any given time without any prior notice.

22.8.5 Swaps can be viewed in the Company’s Internet Website and in the MT4 terminal. In case of any inconsistencies between the information available on the Company’s Internet Website and the MT4 Terminal, the information provided via MT4 Platform shall prevail.

22.8.6 On Mondays, Tuesdays and Thursdays swaps are charged once every working day and on Wednesdays and Fridays (depending on the product) swap is charged in triple size. Detailed information regarding swap charges can be found on the Company’s Internet Website.

22.8.7 During times where swaps are charged, Clients may experience slight delay in execution and/or significant slippage as a result of the rollover interest calculations imposed from the Firm’s Liquidity Providers.

22.9 Dormant Fees

22.9.1 In the event that there is no activity (trading /withdrawals / deposits) in Client’s trading account(s) for a continuous period of 90 (ninety) calendar days, such trading account will be considered to be dormant. An Account is considered dormant on the last day of the 90

(ninety) day period any remaining credit lines will be automatically removed from the Dormant Account. Any pending orders may also be deleted.

22.9.2 Dormant Accounts will be charged with a monthly dormant fee of EUR 30 (or the equivalent in the Account Currency) or the full amount of the free balance if the balance is less than EUR 30. There will be no fee if the free balance in the Account is zero.

22.9.3 The Client who under one user name has more than one Trading Account, will be charged a dormant fee on each account separately, if relevant accounts are considered to be dormant. Additionally, the Client may be charged a dormant fee on one of his Accounts, if that account is qualified as dormant but he may not necessarily be charged a dormant fee on another Account if he/she is active on that Account.

22.10 Transfer Fees

22.10.1 Commission might be charged by certain payment providers, however under no circumstance the commission for deposit(s) or a withdrawal(s) is charged by the Company.

22.10.2 Information regarding the commission charged by the payment providers can be found on the Company's Website.

23. Taxation

23.1 The Client should take the risk that his trades in Financial Instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any Taxes and/or any other duty which may accrue in respect of his trades.

23.2 In the event that a taxation occurs as a result of any regulatory or legal obligation which may oblige the Company to make any payments and/or withhold any amounts for taxation purpose, then the Company reserves the right to deduct such amounts of any such payment(s) from any of the account(s) belonging to the Client or request that you reimburse the Company accordingly.

23.3 The Client understands and accepts that the tax treatment and/or any disclosures and/or any withholdings may vary depending on Client's jurisdiction.

24. Communication and Record Keeping

24.1 Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the Client to the Company via the registered e-mail of the Client, by telephone (so long as the Company is able to identify the Client) or in writing to the registered address of the Company, or as specifically stated herein. All contact details can be found at the Company's Website.

- 24.2** The Client acknowledges that the Company’s official language is the English language. Any translated version of the Agreement and/or any other agreement and any legal document and the content of the Company’s Website and any other communication, may be provided solely for the convenience purposes. In the event of a dispute, the respective English version shall prevail.
- 24.3** The Company may contact the Client in a following way:
- via e-mail (send to Client’s registered e-mail address),
 - via telephone,
 - by portraying a message in Clients Members Area and/or
 - by placing a message in the MT4 Trading Platform.
- 24.4** The Client agrees that he/she is fully responsible for reading any messages received from the Company on his/her Online Trading Facility or via any other means.
- 24.5** The Company bears no liability for any loss that arises as a result of delayed or unreceived communication sent to the Client by the Firm.
- 24.6** The Client is fully responsible for the privacy of any information received from the Company.
- 24.7** The Client hereby authorizes the Company to contact him/her directly and/or indirectly.
- 24.8** The content of all incoming and outgoing telephone calls (Telephone Records) between the Client and the Company is recorded and saved. The Client agrees that the Company has the right to use Telephone Records as it deems necessary, including but not limited to instances when a dispute arises between the Client and the Firm.
- 24.9** The Company may provide copies of Telephone Recordings to a regulatory authority and/or other authority of a competent authority, without informing the Client. The Company shall have no obligation to provide any such copy to the Client.
- 24.11** The Client is obliged to keep any information with regards to his/her relationship with the Company confidential at all times.

25. Confidentiality and Data Protection

- 25.1** When dealing with the Client’s information, the Company shall act in accordance with the General Data Protection Regulation (GDRP), as described in the terms of Company’s Privacy Policy.
- 25.2** The Privacy Policy forms part of Company’s Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company’s Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Privacy Policy.

- 25.3** All informational material collected on this website is held by the Company in the strictest confidence. The Company considers one of its highest priorities to be the privacy and integrity of the personal information of its Clients, and devotes the maximum amount of attention to keep the said information safely stored, as well as used appropriately and only with the required authorization. Any and all of the information that is received from the Client is handled with care and an appropriate level of confidentiality.
- 25.4** By entering this Agreement, the Client hereby provides his/her consent to collect, process and/or otherwise deal with all data provided by the Client including any data which is considered sensitive without any further requirement to consent.
- 25.5** Prior to entering into the Agreement, the potential Client receives the right to object to the disclosure of personal data. If the Client does not consent to the disclosure of personal data, the Company reserves the right to refuse entry into the Agreement and/or any other Agreement and/or the provision of the services to the potential Client.
- 25.6** The Client may at any time withdraw his/her consent, nonetheless the Client understands and accepts that if he/she chooses to withdraw his/her consent, the Company shall have the right to immediately terminate the Agreement and/or services provided. Such request shall be provided to the Company in writing via Client’s registered e-mail address.
- 25.7** The Company shall use reasonable endeavors to keep Client’s personal data safe; nonetheless, transmission of information via the Internet and/or technology systems is not always completely secure. Any transmission of the Client’s data shall be at Client’s own risk and the Company shall have no liability whatsoever.
- 25.8** The Client understands and accepts that the Company will keep any and all information belonging and/or relation to the Client in accordance with any applicable statutory minimum.

26. Conflict of Interest

- 26.1** Following the implementation of the Markets in Financial Instruments Directive (MiFID) in the European Union (together with its amendments implemented on the January the 3rd 2018 – MIFID II) and in accordance with the Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007) in Cyprus, as amended from time to time, the Company is required to provide its Clients and potential Clients with a summary of its Conflict of Interest Policy.
- 26.2** The Company declares that it takes all necessary measures, where possible, in order to anticipate and/or solve any conflicts of interest between, on the one hand, itself and its associated persons and clients and, on the other hand, its Clients.
- 26.3** The identification of Conflicts of Interest together with the procedures and controls applied by the Company in order to manage those Conflicts of Interests can be found in the Company’s Conflict of Interest Policy.

- 26.4** The Conflict of Interest Policy forms part of Company’s Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company’s Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Conflict of Interest Policy.

27. Investor Compensation Fund

- 27.1** Pursuant to section 17 of the Investment Services and Activities and Regulated Markets Law of 2007 (‘the Law’), “A Cypriot Investment Firm (“CIF”) must be a member of the Investment Compensation Fund (“ICF”)”. According to section 58 of the Law, a CIF is not allowed to provide investment services without participating in the Investors Compensation Funds.

- 27.2** The main purpose of the Investor Compensation Fund for Clients of Cypriot Investment Firms is to secure the claims of the ‘Covered Clients’ against Cypriot Investment Firms, in situations where the latter is unable to meet such of its duties as arise from its Clients’ claims in connection with the investment services or the ancillary services it has provided, as long as such inability is directly related to its financial circumstances in respect of which no realistic improvement in the near future seems foreseeable.

27.3 Amount of Compensation

In accordance with Article 56 of the Investment Firms (IF) Law of 2002 to (No.2) of 2004, the compensation shall be of an amount of up to Twenty Thousand Euro (20.000 EUR). “Such compensation shall apply to the investor’s aggregate claims against a member of an ICF, irrespective of the number of accounts held, the currency and location of the provision of service”.

- 27.4** The Investor Compensation Fund Notice forms part of Company’s Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company’s Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Investor Compensation Fund notice, which is available on the Company’s Website.

28. Acknowledgments of Risks

- 28.1** Trading carries a significant risk to Client’s investment and may not be suitable for all investors. While trading, Client’s capital is at risk, as he/she can lose all the capital invested.

- 28.2** The Company does not and cannot guarantee the initial capital of the Clients’ portfolio or its value at any time or any money invested in any financial instrument. The Client should unreservedly acknowledge and accept that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

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

28.4 The Client should not engage in any investment directly or indirectly in Financial Instruments unless he/she knows and understands the feature risks involved for each one of the Financial Instruments.

In compliance with the Regulation EU 1286/2014 of the European Parliament and Council regarding Key Information Document (the “KID”) on Packaged Retail and Insurance-based Investment Products (the “PRIIPs”), the Company has published on its Internet Website PRIIPs KIDs, which aim to present to retail investors the key characteristics of offered investment products, including costs and risks associated with trading them. The Client is advised to carefully read and understand Key Information Documents prior to initiating trading on the Company’s Trading Facility.

28.5 If the Client is in any doubt as to the suitability of any investment he/she should seek independent expert advice.

28.6 The Company will take all measures possible to ensure that the information contained within the Company’s Website is as accurate as possible, however, the Company does not guarantee that the information contained on the Company’s Website is free of errors and as such all material contained on the Company’s Website is provided for informational purposes only and not as an investment objective/ advice. The Company advises that the Client shall seek independent advice, before acting on any of the information contained within the Company’s Website.

28.7 The Company will not be responsible for any loss arising from any investment that may have been based on any recommendation, forecast, or other information contained within the Company’s Website. The Firm shall not bear liability to any subscriber, Client, partner, supplier, counterparty or third party for the information supplied through this site, nor for any discontinuance of the service. The Company does not bear responsibility for the content of any website, be it linked to the Company’s Website or not, nor for any consequences incurred by acting on information of such said website(s). Consulting the Company’s Website does not make you a Client of the Company and no entity of the Company or person related to the Company shall have any duty or incur any liability or responsibility towards you as a result of you consulting the Company’s Website.

28.8 The Client declares that he/she has read and understands and unreservedly accepts the following:

- A)** Information of the previous performance of a Financial Instrument does not guarantee its current or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.

- B)** When a Financial Instrument is traded in a currency other than the currency of the Client’s country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- C)** A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client’s country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.

- 28.9** The Client acknowledges and accepts that there may be other risks, which are not contained in this section of the Agreement.
- 28.10** The Company is obliged to reveal and explain risks involved in trading complex financial instruments, such as CFDs and provide the Client with a Risk Disclosure Notice.
- 28.11** The Risk Disclosure Notice forms part of Company’s Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company’s Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Company, the Client is also agreeing to the terms of the Risk Disclosure Notice.

29. Termination and Default

- 29.1** This Agreement shall take effect upon the Client accepting it on the Company’s Website and shall be valid for an indefinite period until its termination in accordance with the terms of this Agreement.
- 29.2** The Client reserves the right to cancel the Agreement during the Probation Period within fourteen (14) days from the initiation of the business relationship with the Company, in compliance with the Commencement of the Terms and Conditions and the Right to Cancel section of the Agreement. The Client shall communicate such request to the Company in writing via e-mail send directly to the Company from the Client’s registered e-mail address. There are no prior notice requirements.
- 29.3** The Client reserves the right to terminate the Agreement at any time after the Probation Period, for any reason or without a reason whatsoever, having provided the Company with a three (3) days written notice via e-mail send directly to the Company from the Client’s registered e-mail address.
- 29.4** The Client understands and agrees that prior to the cancelation or termination request, the Client shall ensure that all his/her transactions are closed (if applicable) and/or all his/her funds (if applicable) has been either refunded or withdrawn from Client’s Trading Account. The appropriate procedures together with the Client’s eligibility for Refunds and Withdrawals are described in detail in the Client Money section of the Agreement.

- 29.5** The Company reserves the right to terminate the Agreement during the Probation Period due to, inter alia, insufficient documentation received from the Client, providing the Client with a 24-hour notice.
- 29.5.1** Without prejudice to the above, the Company may, at its sole discretion and at any point limit Client’s access to the Company’s services and the Online Trading Facility.
- 29.6** The Company reserves the right to terminate the Agreement at any time after the Probation Period, providing the Client with a 24-hour notice, with or without cause and for any reason whatsoever, including but not limited to if the Company has reasonable grounds to believe that:
- the Client had breached his/her representations and warranties,
 - the Client provided the Company with inaccurate, incomplete or false information or documents,
 - the Client’s Account constitutes or may constitute an Anti-Money-Laundering and Prevention of Terrorism Financing or other regulatory risk,
 - the Client is abusing the Company’s Negative Balance Guarantee Policy
 - the Client uses Online Trading Facility and/or gives Orders or enter into Transactions within the definition of market abuse (as such term is defined in the Market Abuse Law 116(I)/2005) or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.
 - the Company did not receive the additional and/or updated information and/or documentation required within the time frame determined by the Company.
- 29.6.1** Without prejudice to the above, the Company may place Client’s Trading Account to read only mode (trading disabled) any time and without any notice provided prior to the initiation of the Account Termination Procedure.
- 29.7** The Client accepts that The Company reserves the right to terminate the Agreement immediately by providing the former with a written notification, in the event of:
- a)** An issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up or dissolution or cessation proceedings of the Client;
 - b)** The Client either undertaking or deemed by the Company (in its absolute sole discretion) to be involved or attempting to undertake any arbitrage circumstances;
 - c)** Such termination being required by any competent regulatory authority or body or we are obliged to do so by operation of Law.
 - d)** The Client’s trading activity affects in any manner the reliability and/or smooth operation and/or order of the Company’s Online Trading Facility. The Client trading in such a way that may harm the Firm’s ability to have and/or to provide an effective service.

- e) In case that the Company deems whether on its own or through any of the Company’s Credit Institutions or Payment Provider reports that a specific transaction may be deemed to be fraudulent;
- f) The Client fails or omit to disclose to the Company his/her capacity as the beneficial owner of more than one accounts being maintained with the Company and/or his/her capacity to act as a regulated money manager on behalf of any other Clients of the Company;
- g) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities
- h) The Client involves the Company in any type of fraud or illegality;
- i) If any event of default (however described) occurs in relation to the Client under any other agreement between the Client and the Company.

29.8 A Termination of the Agreement shall not imply that any of the Client’s responsibilities cease to exist; the latter shall still be liable to pay to the Company.

- 1) Any amount that is due to the Company.
- 2) Any expenses that are incurred by the Company, as a result of the termination of the Agreement, and
- 3) Any damage that has arisen because of an arrangement settlement.

29.9 The Company reserves the right to reverse any transactions that are deemed to be contrary to the Firm’s or the Client’s interest.

29.10 The Client understands, agrees and hereby authorizes the Company to apply procedures described below, to terminate his/her Account(s) containing his/her funds at the time of the Termination, if the Company, in its sole discretion, deems such Account Termination as necessary:

- a) If the Company Terminates the Agreement after Client’s deposit has been credited to his/her trading Account, but the Client has not placed any trades since then, the Company shall return Client’s initial deposit applying its Refund Procedure described in detail in the Client Money section of the Agreement, regardless whether the Client has applied for a Refund or not.
- b) If the Company Terminates the Agreement after Client’s deposit has been credited to his/her trading Account and the Client has already entered into trades, but at the time of Account termination there are no open Transactions on the Client’s relevant Trading Account, the Company shall apply the Withdrawal Procedure described in detail in the Client Money section of the Agreement, regardless whether the Client has applied for a Withdrawal or not.

If the Company Terminates the Agreement after Client’s deposit has been credited to his/her trading Account and the Client has already entered into trades, and at the time of the Account Termination there is/are open Transaction(s) on the Client’s relevant Trading Account, the Company shall automatically close all trades, regardless whether the Client intended to close his/her Transactions or not, and then, apply the Withdrawal Procedure to

the remaining account balance, as described in detail in the *Client Money* section of the Agreement, and regardless whether the Client has applied for a *Withdrawal* or not.

29.11 Without prejudice to the any other paragraph of the Termination and Default section of the Agreement, if the Company suspects that:

- the Client had breached his/her representations and warranties,
- the Client provided the Company with inaccurate, incomplete or false information or documents,
- the Client’s Account constitutes or may constitute an Anti-Money-Laundering and Prevention of Terrorism Financing or other regulatory risk,
- the Client is abusing the Company’s Negative Balance Guarantee Policy
- the Client uses Online Trading Facility and/or gives Orders or enter into Transactions within the definition of market abuse (as such term is defined in the Market Abuse Law 116(I)/2005) or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.
- the Company did not receive the additional and/or updated information and/or documentation required within the time frame determined by the Company

The Company may, but is not obliged to open an internal investigation in order to verify its suspicions. During that time, the Company may suspend the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, refunding balance to the deposit source, terminating existing Positions and/or any other means it is allowed or required, subject to Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.

29.11.1 The Client understands and agrees that where the Company has sufficient reason to believe that the Client have been acting contrary to good faith or where the Client may have been engaged in illegal and/or immoral activity and/or in instances where the continuation of the provisions of Company’s services may result in a breach of Firm’s regulatory or other obligations, the Company has the right to temporarily and/or permanently suspend Client’s access to the platform(s) and/or Account(s) and/or terminate the Agreement in its entirety and/or place any internal restrictions and/or take any other action as the Company may deem as fitting in the circumstances.

29.12 The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of Account Termination and/or Client’s limited access to the Online Trading Facility.

29.13 Archiving of Accounts

29.13.1 The Company reserves the right to Deactivate and Archive Client’s Account(s) if such Account(s) is/are qualified to be archived.

- 29.13.2** Accounts in which there is no remaining balance and there has been no trading activity for a period of six (6) consecutive months will be considered by the Company as inactive. In such cases, the Company reserves the right to deactivate and archive any such Account(s) without providing any notice to the Client.
- 29.13.3** The Client hereby agrees and authorizes the Company to deactivate and archive his/her Account(s) if they said Account(s) has/have meet the criteria described in the paragraph 29.13.2 of the Agreement.
- 29.13.4** Should the Client wish to reactivate the account, it is provided that the Company may do so at its sole discretion, provided the Client meets the request to update his/her Verification Documents and/or information required as described in the Know Your Customer (KYC) Procedures section of the Agreement.

30. Force Majeure

- 30.1** The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil, commotion, labor dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Firm and the Client or any third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a “Force Majeure Event”).
- 30.2** The Client acknowledges and agrees that the Company may in its reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, we will inform you as reasonable practicable if it so determines.
- 30.3** If the Company determines that a Force Majeure Event exists or is about to occur then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take such action as it deems necessary or appropriate in the circumstances and neither the Company, nor any of its directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing its obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

31. Complain

- 31.1** Retail Clients who wish to file a formal complaint must do so through the electronic submission of the Complaint Form (available on the Company’s Website) or write directly to the Company’s Compliance Department, to the following e-mail address: complaints@nessfx.com.

- 31.2** All formal complaints will be handled by the Company’s Compliance Department in accordance with the procedures described in the Company’s Complaints Handling Manual posted on the Company’s website. In cases where there might be a conflict of interest, the General Manager will decide who will deal with such a complaint.
- 31.3** All Complaints shall be treated confidentially.
- 31.4** A Complaint must not include offensive language directed either to the Company or the Company employee(s).
- 31.5 Time Restraints**
- 31.5.1** Any Complaint regarding Order Execution (i) price, (ii) cost, (iii) speed, and (iv) method shall be submitted to the Company in writing within two (2) working days from the execution of the problematic order.
- 31.5.2** No Complaint shall be valid if submitted after six months of its alleged occurrence and should be deemed to be settled in full upon the expiry of the said 6 months period. The Client hereby waives any rights it may have inclusively the right to submit any complaint or claim or allegation outside the permitted timeframe of six months from the day that the said alleged occurred, irrespectively of the nature of the event (i.e. trade, refund, etc.) or the size of the Complaint.
- 31.5.3** Once the Complaint has been thoroughly investigated, the Company shall provide the Client with the Final Response. In cases where the Client is not satisfied with the Final Response to his/her official Complaint and disagrees with it, the Client shall inform the Company about his/her opinion within thirty (30) working days from the date such Final Response has been sent to the Client’s registered e-mail address. In the absence of the Client’s reply to the Company’s Final Response within the abovementioned thirty (30) working days, the Company shall consider its Final Response as irrevocably and fully accepted by the Client and the Complaint as permanently resolved and closed.
- 31.6** The Company will apply its Complaints Handling Procedure, when dealing with Client’s Complaints. The Complaints Handling Procedure can be found in the Complaints Handling Manual, which is available on the Company’s Website.
- 31.7** The Complaints Handling Manual form part of Company’s Terms and Conditions of Use and is incorporated therein by reference. Therefore, by agreeing to Company’s Terms and Conditions of Use, which are a contractually binding agreement between the Client and the Firm, the Client is also agreeing to the terms of the Complaints Resolving Manual.

32. Governing Law and Jurisdiction

- 32.1** The Client accepts that the Agreement and any investment and/or ancillary services provided under it by the Company shall be governed by the law of the Republic of Cyprus.

- 32.2** Any proceedings and their settlement that may involve the Company shall take place in the competent courts of the Republic of Cyprus.

33. Interim Relief

- 33.1** Nothing in this Agreement shall prevent either Party from applying to court for interim or injunctive relief.
- 33.2** Each Party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

34. Introducing Brokers

- 34.1** The Company and Introducing Broker are wholly separate from one another. The Client Agreement with the Company and the Introducing Broker does not establish a joint venture or partnership and the Introducing Broker is not an agent or an employee of the Company.
- 34.2** The Client may have been referred to the Company by an Introducing Broker. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will be acting solely as an independent intermediary and that no such Introducing Broker will be authorized to make any representations concerning the Company or the Company's services nor shall it be authorized to take any obligations in the name of the Company.
- 34.3** The Company does not endorse or vouch for the services provided by the Introducing Broker, nor does it imply that the Introducing Broker holds any license for his services, if such license is required. Since the Introducing Broker is not an employee or an agent of the Company, it is the Client's responsibility to perform necessary due diligence on the Introducing Agent prior to using any of their services.
- 34.4** The Company does not control and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Introducing Broker or from any third party not employed by the Company regarding foreign currency or exchange trading or other services provided by the company or the risks involved in such trading or in such services.
- 34.5** The Company provides risk disclosure information to all new Clients when they open an account. Client should read that information carefully and should not rely on any information to the contrary from any other source, including Introducing Brokers. If Introducing Broker or any other third party provides Client with information or advice regarding foreign exchange trading or any of the services provided by the Company (including, without limitations, by courses, programs, research or written or oral

recommendations), the Company shall not be responsible for any loss to Client resulting from Client’s use of such information or advice.

34.6 Client understands and agrees that if an Account with the Company is introduced by Introducing Broker that Introducing Broker may be provided access to certain personal information about the Client as well as certain information concerning the Client’s trading, depositing and withdrawal activity. By clicking on “Accept and Continue” on the registration page, the Client acknowledges and agrees that if the Client was introduced by an Introducing Broker, the relevant introducer may also be remunerated by the Company in respect to the Client’s trading activity on the Online Trading Facility.

34.7 The Company uses all its endeavors to protect the interest of its Clients. As such the Company monitors the conduct of Introducing Brokers and assesses the standard of their performance in order to ensure that they always act in accordance with the provisions of the agreement signed between them and the Company.

35. Client’s Statement

35.1 The Client warrants and represents to the Company that:

35.1.1 The Client is Legally of Age (as defined in this Agreement), sound mind and is capable of taking responsibility for his/her own actions.

35.1.2 The Client is duly authorized to enter into this Agreement, to give Orders, instructions and requests, appoint an Authorized Representative and to perform his/her obligations hereunder.

35.1.3 The Client is an individual who has completed the Registration Process or, if the Client is a legal entity, the person who has completed the registration on the Client’s behalf is duly authorized to do so and has the authority to bind that legal entity to this Agreement.

35.1.4 The Client is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company or any affiliate thereof.

35.1.5 The Client is not an employee of any firm whose securities are an underlying asset of a CFD offered by the Company.

35.1.6 The Client has read the Risk Disclosure Notice and is fully aware that there is a risk of losing money when trading Financial Instrument(s) and is fully responsible for any such loss. In relation to Client’s losses he/she shall have no claims whatsoever against the Company or any of its partners or their respective directors, officers or employees.

35.1.7 All details provided by the Client to the Company either during the Registration Process, in relation to an Authorized Representative or at any time thereafter, including as part of any payment deposit transaction, are true, up-to-date, correct and complete and match the

name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in the Client’s Account.

- 35.1.8** All actions performed under this Agreement will not violate any law, regulations or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client’s assets or funds are affected.
- 35.1.9** The Client has chosen the particular type of service and Financial Instrument, taking his/her total financial circumstances into consideration and he/she considers such investment reasonable under such circumstances.
- 35.1.10** The Client acts for himself/herself and not as a representative or a trustee of any third person, unless the Client produced, to the satisfaction of the Company and at its sole discretion, a document and/or powers of attorney enabling the Client to act as representative or trustee of any third person.
- 35.1.11** All funds deposited by the Client to his/her trading account belong to the Client, are free of any lien, charge, pledge and any other encumbrance and were not obtained by the Client, either directly or indirectly, from illegal activity. If the Company reasonably suspects that the client is in breach of the above warranty, it may, without derogating from its other rights under this agreement and applicable law, to freeze the Account, either by prohibiting additional deposits, declining Order and/or declining or delaying any withdrawal requests, terminating existing Positions and/or any other means it is allowed or required to take under Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.
- 35.1.12** The Client acknowledges that all Transactions will be performed only through the Trading Platform(s) provided by the Company and the Financial Instruments are not transferable to any other Trading Platform(s) whatsoever.
- 35.1.13** The Client agrees not to use the Trading Platform and/or give an Order or enter into Transaction within the definition of market abuse (as such term is defined in the Market Abuse Law 116(I)/2005) or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.
- 35.1.14** The Client shall not allow any third party (including a relative) other than an Authorized Representative to use his/her Account, Access Codes or identity to access or use the Services (including depositing funds from third parties) or the Trading Platform and the Client shall be fully responsible for any activities undertaken on his/her Account by a third party using the Client's Access Codes.
- 35.1.15** The Client is solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with his/her use of the Website, the Trading Platform and the Services. Client shall be responsible for all access and service fees necessary to connect to the Website and the Trading Platform and assumes all

charges incurred in accessing such systems. The Client further assumes all risks associated with the use and storage of information on his/her personal computer or on any other computer or electronic device through which the Client will gain access to the Website, the Trading Platform and the Services.

- 35.1.16** The Client will implement, operate and maintain appropriate protection in relation to the security and control of access to his/her computer, and against computer viruses or other similar harmful or inappropriate materials, devices, information or data.
- 35.1.17** The Client will not commit any acts or display any conduct that damages the reputation of the Company.
- 35.1.18** In order to communicate with the Company via e-mail, the Client will use only this e-mail address, which he/she has provided the Company with during the registration process.
- 35.1.19** The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into this Agreement.
- 35.1.20** The Client acknowledges and agrees that initiation of the business relationship between the Client and the Company occurs once the Client accepts the Terms and Conditions of Use.

36. Interpretation of Terms

- 36.1** Unless indicated to the contrary, the defined terms included in the Terms and Conditions of Use shall have a specific meaning and may be used in the singular or plural as appropriate.

Access Code(s): Shall mean the username and password given by the Company to the Client for accessing the Trading Platform and/or Members Area.

Account: Shall mean, the uniquely assigned account that is created for a Client when such Client opens a trading account with the Company.

Account Statement: Shall mean periodic statement of the Transactions credited or debited to an Account.

Agreement: Shall mean this Agreement, inclusive of all its annexes, appendices, addenda, attachments schedules and exhibits and amendments, as the same may be in force from time to time and modified and amended from time to time.

Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation: Shall mean, collectively, Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as implemented in Cyprus Law by Cyprus Law No.188(I)/2007 and Cyprus Law No. L. 58 (I) 2010 on the prevention and suppression of money laundering and terrorist financing, as the same may be in force from time to time and modified or amended from time to time.

Ask Price: Shall mean the price at which the Company is willing to sell a financial instrument.

Authorized Representative: Shall mean either the natural or legal person who is expressly authorized by the Client to act on his/ her behalf; the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Firm.

Balance or Cash Balance: Shall mean the funds available in a trading account that may be used for trading financial instruments.

Balance Currency or Profit currency: Shall mean 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: Shall mean the first currency represented in the currency pair, for example in the EUR/USD currency pair the base currency is EUR.

Bid Price: Shall mean the price at which the Company is willing to Buy a financial instrument.

Client: Shall mean in general terms, any natural or legal person who has initiated a business relationship with the Company and/or a) who is interested in OTC Transactions and/or Contracts, b) who enters or has entered Company’s Online Trading Facility, and/or c) who has submitted to the Company all required Account Opening Application Form(s) – including in each instance without limitation, an unexpired government-issued identification evidencing nationality, residence and bearing a photograph and a valid recent official utility (water, gas, electricity, etc.) bill showing name and address, as required under any relevant Anti-Money Laundering (AML) & Know Your Customer (KYC) Legislation obligations and/or procedures applicable to the Company, and whom has been accepted as a Client by the Company in accordance with the terms of this Agreement, in the manner set forth herein, to whom Services will be provided by the Firm.

Closed Position: Shall mean the opposite of an open position, thereby nullifying it and eliminating the initial exposure. Thus, profit or loss will be settled.

Company’s Website: Shall mean the website that belongs to the Company: www.nessfx.com

Complaint: Shall mean a statement of dissatisfaction addressed to the Company by a complainant relating to the provision of Investment Services.

A complaint shall include:

- The Client’s name and surname
- The Client’s Trading Account Number
- The affected transaction numbers, if applicable;
- The time and date the matter leading to the Complaint occurred;
- A description of the issue.
- Any supporting documentation or other material that may assist in the resolution of the Complaint.

Complainant: Shall mean a Retail Client who is eligible for lodging a complaint to the Company.

Contract: Shall mean any contract, unless the context otherwise requires, oral or written, for the purchase or sale of any commodity, security, currency or any other Supported Financial Instrument or property, including without limitation, any derivative contracts, such as CFDs or other transactions related thereto, entered into by and between the Company and its Client(s).

Contract for Difference (CFD): Shall mean a contract between the Client and the Company, for the difference between the value of an Underlying Instrument at the time of opening the Transaction and the value of such Underlying Instrument at the time of closing the Transaction, including any interest adjustments (including spread) or Overnight Financing, if applicable.

Corporate Actions: Shall mean any actions taken by the issuer, whose listed securities are associated with the financial instruments traded through the Company’s trading platform(s), including but not limited to instances of: (i) stock split and reverse split (ii) consolidation, (iii) rights issue, (iv) merger and takeover, (v) dividends, (vi) Spin Offs.

Counter Currency: Shall mean the second currency represented in a currency pair, for example in the EUR/USD currency pair variable currency is the USD.

Cyprus Securities and Exchange Commission or CySEC: Shall mean the statutory regulatory body which is currently based at 27 Diagorou Street, 1097, Nicosia Cyprus, and its successors and assignees or any replacement body thereof.

Declared Price: Shall mean the price that the Client requested for either a Market Order, Price Range or Limit Order and pending or an entry order.

Dormant Account: Shall mean any account with no activity (trading/withdrawal/deposit) for a set period of at least 90 (ninety) calendar days.

Effective Date: Shall mean the date on which the Agreement enters into effect; a date when the Client initiates a business relationship with the Company.

Electronic Trading Platform(s): Shall mean online electronic trading platform(s) that is/are made available by the Company to its Clients for placing Orders, requesting Price Quotes for Transaction(s) and/or Contract(s), receiving price information and market related laws as well as having a real-time revaluation of their open positions, through the Internet, where Transactions and/or Contracts in Financial Instruments can be processed through deal Requests and Deal Responses, Settlement Trade Confirmations can be issued, Accounts can be managed and historical data can be stored and managed.

Equity: Shall mean the balance plus or minus any profit or loss that derives from any open position.

Execution Venue: Shall mean a regulated market, a multilateral trading facility or a market maker or another liquidity provider or an entity performing in a third country a similar function to the functions performed by any of the foregoing.

Financial Instruments: All instruments that the Company is authorized to offer by the regulatory authority (“CySEC”) pointed in the Scope of Services section of this Agreement.

Force Majeure: Shall mean any event beyond the reasonable control of the Company, which prevents the Company from complying with any of its obligations under this Agreement, including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, military or usurped power, civil war, riot, commotion, strikes, go slows, lock outs, disorder and acts or threats of terrorism; acts and regulations of any governmental or supra national bodies or authorities that, in the Company’s opinion, prevents the Company from maintaining an orderly market in one or more of the Financial Instruments or CFDs in respect of which the Company deals on the Trading Platform(s); the occurrence of an excessive movement in the level of any Transaction and/or Financial Market and/or Underlying Instrument or the Company’s anticipation of the occurrence of such a movement; any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or the failure of any relevant supplier, financial institution intermediate broker, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, feed provider, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

Free Margin: Shall mean funds that are available for opening a position. It is calculated as:
Free Margin = Equity – Margin.

Introducing Broker: Shall mean a Person (including subsidiaries, sub-agent and affiliates) which is remunerated by the Company for referral of Clients to the Company.

Laws and Regulations: Shall mean the laws governing the establishment and operation, the regulations, arrangements, directives, circulars and customs of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus and any other authorities which govern the operation of Cyprus Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time.

Leverage: Shall mean the practice of using Margin in order to increase the potential return of an investment which also symmetrically increases a potential loss. Trading on leveraged capital means that the Client can trade in amounts significantly higher than the funds he/she has invested, which only serves as the margin.

Limit Order: Shall mean an instruction to open or close a Transaction at a price that may be available in the future which is executed in accordance with the Company’s Order Execution Policy

Lot: Shall mean the unit that represents the volume of a transaction. It should be noted that 1 lot equals 100.000 units of base currency, for example 1 lot in EUR/USD equals EUR100.000; therefore, 0.1 of a lot is 10,000 units of base currency.

Market: Shall mean any regulated market, or multilateral trading facility (as such terms are defined in the CySEC Rules) on which Underlying Instruments are being traded.

Market Order: Shall mean an order in which the Company makes every effort to execute at the best available price. Generally, this order will be executed immediately. However, the price at which a market order will be executed is not guaranteed, and may be executed at a worse or better price.

Mark-UP: Shall mean the additional spread added on the bid or ask quotes received from the various liquidity providers.

Margin or Margin Used: Shall mean the committed funds for the purposes of maintaining an open position.

Margin Call: Shall mean the situation, which occurs when the account’s equity is about to drop below the margin requirement needed to maintain open position(s).

Margin Level: Shall mean the Equity to Margin ratio calculated as $\text{Margin Level} = \text{Equity} / \text{Margin}$.

Negative Balance Protection: Shall mean the Company's policy to credit accounts to a zero balance when debit balances occur (account’s balance becomes negative), as a result but not limited to, trading, stop-out, market gaps, etc. Negative balance protection ensures that clients cannot lose more than the funds they have invested.

Negative Slippage: Shall mean the difference between the expected executed price of an order, and the price at which the order is actually executed at. In this case the order executes at a worse price.

Online Trading Facility: Shall mean the Client’s Secure Members Area and the Trading Platform (MT4, WebTrader; whichever is applicable)

Open Position: Shall mean any transaction or contract which resulted from an executed order, and which is still in effect, unsettled, non-concluded, by assuming varying profit or loss in accordance with price movements of financial instrument(s).

Over-the-Counter (OTC): Shall mean trading of financial instruments directly between two parties, outside of an exchange traded environment.

Party: Shall refer to the Company and/or its Client(s), as the case may be, as it appears from the context in which the term is used in this Agreement; the Company and its Client(s) may collectively, be referred to in this Agreement as the “Parties”.

Pending Order or Entry Order: Shall mean either a buy stop, or sell stop, or buy limit, or sell limit order. An order to be executed at a later time and at a price that the Client has specified.

Politically Exposed Person: Shall mean a natural person who has its place of residence in a European Union Member State or in third countries, and who is or has been, or any of its immediate family members or persons known to be close associates of such person are or have been, entrusted with prominent public functions.

Positive Slippage: Shall mean the difference between the expected executed price of an order, and the price at which the order is actually executed at. In this case the order executes at a better price.

Price Gap: Shall mean an area on a chart where the price of a financial instrument moved sharply up or down with little or no trading in between. As a result, the asset's chart shows a "gap" in the normal price pattern.

Price Range or Limit Order: Shall mean an order to sell a financial instrument at no less than a specific price or to buy a financial instrument at no more than a specific price.

Read - only Status: As the account is turned to Read-only Status, this means that NO trading activity can be performed by and/or on the behalf of the Client. The Client cannot open any position or close any existing positions but he/she is able to log in to his/her account and read his/her trading history.

Registration Process: Or Online Account Opening Procedure shall mean the Client's application to open an Account with the Company which includes, but not limited to, the provision of the Client's personal and financial details and the identification, and verification of the Client by the Company which shall conclude in either opening an Account or the rejection of the application.

Stop Loss: Shall mean an instruction that is attached to an open order if the type is a market order and an instruction that is attached to a price range or limit order before execution for minimizing loss. In the case of market order negative or positive slippage might occur.

Spread: Shall mean the difference between the Bid and Ask prices quoted in the Company's trading platforms.

Swap: Shall mean the overnight interest rate credited or debited on the open position.

Take Profit: Shall mean an instruction that is attached to an open order if the type is a market order and an instruction that is attached to a price range or limit order before execution for securing profit. In the case of a market order negative or positive slippage might occur.

Terms: Shall mean these Terms and Conditions which governs Company's relationship with its Clients.

Trading Account: Shall mean the account, which has a unique number, maintained by a Client for the purposes of trading financial instruments through the Company's trading platform(s).

Trailing Stop: Shall mean a stop loss order input in terms of points (pips) below the market price - for a long position and above the market price – for a short position. The trailing stop price is adjusted as the price fluctuates.

Value Date: Shall mean the delivery date of funds.

Working Day: Shall mean any day on which banks are open for business in Cyprus.

37. Miscellaneous

- 37.1** Unless specifically agreed otherwise, the Client accepts that the Company is under no obligation to provide electronic, or other, confirmation in relation to financial instruments traded through the Client’s trading account.
- 37.2** Unless specifically agreed otherwise, the Client accepts that the Company shall provide no statements of accounts in relation to financial instruments traded through the Client’s trading account. The Client may, at any time, review the current and historic state of his/her trading account through the trading platform(s).

38. Important Information

- 38.1** CFDs and other financial instruments mentioned in this Agreement are not eligible for sale in certain jurisdictions or countries. The Notice is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America and Canada. The Notice does not constitute an offer, invitation or solicitation to buy or sell CFDs. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Notice is not intended to constitute the sole basis for the evaluation of the Client’s decision to trade in CFDs.
- 38.2** Questions regarding the Terms and Conditions should be addressed, in the first instance, to the Company’s Customer Support Department.