

# Terms and Conditions

Last updated: 4 October 2020

## **PART I – OPENING PROVISIONS**

### **1 Parties To This Client Agreement**

**1.1** This Client Agreement is made between Crowd Tech Ltd., a Company duly registered under the Cyprus company law with Registration Number HE 297365, who is the holder of the trade name Trade360 (hereinafter “the Company” or “We” or “Us”) and the Client, any person who has completed the Application Form and whose application we have accepted.

**1.2** The Company is authorized and regulated in Cyprus by the Cyprus Securities and Exchange Commission (“CySEC” or the “Regulator”), with license number is 202/13.

**1.3** The Company is located in Cyprus, with its registered office at 116 Gladstonos Street, Michael Kyprianou House, 3rd and 4th Floors, 3032, Limassol, Cyprus.

### **2 Effect Of The Agreement**

**2.1** This Client Agreement takes effect when you accept it online on our Website and when we confirm to you in writing and/or electronic means that your Account has been opened and we accepted you as our Client. The Company accepts clients only from the European Economic Area member states. The Company does not offer its service to residents of certain jurisdictions.

**2.2** By continuing to place orders with us, you agree to continue to be bound by this Client Agreement, which supersedes all other Agreements and terms of business which may previously have been in place between us.

**2.3** We shall not be required and may be unable under regulatory rules to accept you as a Client until all Know-Your-Client and Anti-Money-Laudry documentation we require has been received by us and we reserve the right that until we have received all such documentation, properly completed by you, your account will be blocked.

### **3 Scope of Services**

**3.1** From the date on which your Account is activated the company will, as authorized by our Regulator:

- a) Receive and transmit orders for Clients in Financial Instruments
- b) Execute Orders on Behalf of Clients
- c) Provide foreign currency services provided they are associated with the provision of the Investment Service of Section 3.1 (a) and (b) herein
- d) Provide for safekeeping and administration of financial instruments for the account of Clients, including custodianship and related services such as cash/collateral management

**3.2** You acknowledge that our Services do not include the provision of investment advice. Any investment information as may be announced by the Company to you does not constitute investment advice but merely aims to assist you in investment decision making. It is also understood and accepted that we shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

**3.3** We will not advise you about the merits of a particular Transaction and you alone will make trading and other decisions based on your own judgment for which you may wish to seek independent advice before entering into. In asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigation into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction.

**3.4** We are obliged under applicable regulations to obtain information about your knowledge and experience in the investment field so that we can assess whether the service or product envisaged is appropriate for you. We shall assume that information about your knowledge and experience is accurate and shall bear no responsibility if such information is inaccurate or changes without informing us and as a result we will not be able to follow our regulatory requirements of appropriateness and suitability. If you fail to provide sufficient information in this regard (or fail to provide any information), we will not be able to assess whether you have the necessary knowledge and experience to understand the risks involved. If you still wish us to proceed on your behalf, we may do so, but we shall not be able to determine whether trading in CFDs is appropriate for you. Consequently, we strongly advise you to provide us with any requested information which we believe to be necessary for the purpose of enabling us to assess the appropriateness of our products for you. Please be advised that providing false and/or inaccurate information might lead to your account being blocked and/or terminated.

The European Securities and Markets Authority (ESMA) has formally adopted under Article 40 of the Markets in Financial Instruments Regulation (MiFID II), new product intervention measures on the provision of CFDs to retail investors and these new measures include the following:

- Leverage limits on the opening of a position by a retail client from 30:1 to 2:1, which vary according to the volatility of the underlying, for more information please go to the Trading Conditions section on the website.

**3.5** Following the implementation of the Markets in Financial Instruments Directive (MiFID) in the European Union and in accordance with the Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007) in Cyprus, we are informing you that we only accept Clients in the category of "Retail Client" and you accept our Client Agreement as such. The client may request re-categorisation by sending a written request to the Company, and the Company, at its own discretion, may approve or reject such a request for re-categorization. Subject to internal approval, the Company may either 1) treat an Eligible Counterparty as a Professional or Retail Client, or 2) treat a Retail Client as a Professional Client.

**3.6** Following the additional requirements when offering retail contracts for difference (CFDs) to retail clients by the Polish Financial Supervision Authority dated 1st August 2019, the Company may proceed to categorize Clients who are residents in Poland with the new client categorization "Experience Retail Client". The client may request re-categorisation by sending a written request to the Company, and the Company, at its own discretion, may approve or reject such a request for re-categorization.

**3.7** We may, from time to time in our absolute discretion, withdraw the whole or any part of the Services on a temporary or permanent basis.

#### **4 Client Consents**

**4.1** You agree and understand that you will not be entitled to delivery of, or be required to deliver, the Underlying of the Financial Instrument, nor ownership thereof or any other interest therein.

**4.2** You agree and understand that no interest shall be due on the money we hold in your Account.

**4.3** You agree and understand that we will affect any Transactions with you as an agent. Thus we will be transmitting your Orders for execution to another broker(s), and such broker(s) may be transmitting the orders received by us to other liquidity providers. These broker(s) are not necessarily operating in a regulated market. We are receiving set prices for the financial instruments you can trade on our platform and have no means of amending or re quoting them.

**4.4** You agree and understand that CFDs trading is not done in a regulated market.

**4.5** You solemnly declare that you have carefully read and fully understood the entire text of the Client Agreement herein with which you fully and unreservedly agree.

**4.6** You solemnly declare that you have read, understood found satisfactory and accept as an integral part of this Client Agreement the following information provided on our Website:

- a) Risk Warnings and Risk Disclosures
- b) Trading Conditions

**4.7** You specifically consent to the provision of the information of Section 4.6 by means of our Website.

**4.8** You confirm that you have regular access to the internet and consent to us providing you with information, including, without limitation, information about amendments to our Client Agreement, costs, fees, policies and information about the nature and risks of investments by posting such information on our Website.

**4.9** You acknowledge that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately without prior notice. We may vary this Client Agreement at any time and it remains solely your responsibility to stay informed about any changes. The latest version of our Client Agreement is available for access on our Website.

**4.10** Your trading account must be established for trading purposes only. The Company is not a bank, nor does it keep deposits as a bank. We keep deposits only to maintain margins supporting the trading account and trading activities.

**4.11** The Company may offer to its Clients the trading signal service. The service is provided by Trading Central™, a leading market-information and analysis provider. Trading Central™ offers technical insight, analyst views, value analyzer, newsletters, and features ideas. The Company assumes no responsibility or liability for the Client's trading and investment results. The alerts received are provided for informational and educational purposes only, and should not be construed as investment or trading advice. The Company has no involvement in the production of the trading signals provided and does not guarantee the accuracy, completeness, or timeliness of the information provided by Trading Central™. The Company does not in any way endorse the views, opinions, or recommendations provided from Trading Central™. The alerts/signals do not give investment or trading advice, they do not take into account the suitability for each Client, nor do they advocate the purchase or sale of any security or investment. The information is not intended to provide tax, legal, or investment advice, which you should obtain from a professional advisor prior to making any investment of the kind discussed in the information. By using the Company's services, you expressly agree to hold the Company harmless against any claims whatsoever and confirm that your actions are at your sole discretion and risk. In case the Client does not wish to be provided with this service, the Company must be informed in writing. By continuing to receive the services of Trading Central™, you continue to agree to their Terms and Conditions.

The Company may withdraw the trading signals service on a temporary or permanent basis at any time without prior notice.

**4.12** You understand that the Company will allocate you under an Account Type as described in the relevant webpage (<https://www.trade360.com/accounts>) depending on the size of your deposited funds and the equity of your account. In case you wish to trade under a specific Account Type other than the one allocated by the Company, you may contact us at [support@trade360.com](mailto:support@trade360.com).

You also understand and consent that the Minimum Line of your deals will be changing proportionally to the equity of the account and can be up to ten (10) times the account equity.

## **5 Risk Warning**

**5.1** You unreservedly acknowledge and accept that:

a) You run a great risk of incurring losses and damages as a result of trading in CFDs and/or Financial Instruments and accept and declare that you are willing to undertake this risk. The damages may include loss of all your money and also any additional commissions and other expenses,

b) CFDs and/or Financial Instruments carry a high degree of risk. The gearing or leverage obtainable in CFDs and/or Financial Instruments trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of your investment and this can work against you as well as for you. CFDs and/or Financial Instruments Transactions have a contingent liability and you should be aware of the implications of this in particular the margining requirements,

c) When trading in CFDs and/or Financial Instruments you are trading on the outcome of the price of an Underlying and that trading does not occur on a regulated market but over-the-counter (OTC),

d) Before deciding to trade on margin you should carefully consider your investment objectives, level of experience, and risk appetite,

e) You have chosen the particular type of service and financial instrument, taking your total financial circumstances into consideration which you consider reasonable under such circumstances, and

f) There are risks associated with use of online deal execution and trading systems including, but not limited to, software and hardware failure and internet disconnection. The Company is not responsible for such losses or failures.

**5.2** The Company shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general market commentary, and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

**5.3** The contents of any report provided should not be construed as an express or implied promise, as a guarantee or implication that Clients will profit from the strategies herein, or as a guarantee that losses in connection therewith can, or will be limited.

**5.4** Trades in accordance with the recommendations in an analysis, especially leveraged investments can be very speculative and may result in profits, as well as losses, especially if the conditions mentioned in the analysis do not occur as anticipated.

**5.5** In case of any fault in pricing process, typing errors, entering errors and quoting errors through the electronic trading system and/or phone, the Company has full right to make any necessary modifications to the investor's trading account in which the mistake took place.

**5.6** If you do not understand the risks involved in trading foreign exchange or leveraged Financial Instruments, you are strongly advised not to trade.

**5.7** Investor and deposit protection schemes are available. Please refer to our Investor Compensation Fund policy available in our Legal Portal for more information. For further up-to-date information about such schemes please refer to the publically accessible websites of the Cyprus Securities and Exchange Commission and the Central Bank of Cyprus.

## **6 Liability**

**6.1** You agree that we shall not be liable for any consequential, indirect, incidental or special loss (including loss of profits and trading losses) that result from your use of the Services even if you have advised us of the possibility of such loss. Consequential loss includes pure economic loss, loss of profit, loss of business and likely loss whether direct or indirect.

**6.2** Otherwise than through our negligence or wilful default, we will not be liable for any losses, damages or claims that result directly or indirectly from any person obtaining any access data that we have issued to you prior to you reporting to us the misuse of your access data.

**6.3** We will not be liable to you for any losses, damages or claims which result directly or indirectly from any research which you rely on in making an Order whether published by us or not.

**6.4** We will not be liable to you for any losses, damages or claims, which result directly or indirectly from a delay transmitting any Order.

**6.5** We will not be liable to you for any losses, damages or claims, which result directly or indirectly from any changes in the rates of tax.

**6.6** We will not be liable for any losses, damages or claims which result directly or indirectly if we fail to receive any documents sent in respect of your Account or any funds held on your behalf, or if you fail to receive any such documentation which we may forward to you.

**6.7** Nothing in this Client Agreement shall be taken to restrict or exclude any duty or liability which we may owe you under the Regulations.

**6.8** You agree to indemnify us against any loss, liability, cost, claim, action, demand or expense incurred or made against us in connection with the proper performance of your obligations under this Client Agreement except where that loss, liability, cost, claim, action, demand or expense arises from our negligence, fraud or wilful default or that of our employees.

**6.9** Our failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Client Agreement or our failure to exercise any right or remedy to which we are entitled under this Client Agreement, shall not constitute an implied waiver thereof.

## **PART II - FUNDS**

### **7 Client Money**

**7.1** Unless otherwise agreed with you in writing, we will deal with any funds that we hold on your Account in accordance with the Regulator's Client Money Rules. All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account. This means that your funds will be segregated from our own money and cannot be used in the course of our business.

**7.2** We may hold your money and the money of other Clients in the same clients' bank account (omnibus account). In this case we are able to identify your money through our back office and accounting system.

**7.3** We may receive or pass on clients' money to any of our affiliated companies or a third party (e.g. a bank, a market, merchant, e-wallet, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a Transaction through or with that person or to satisfy your obligation to provide collateral (e.g. initial margin requirement) in respect of a Transaction.

We have no responsibility for any acts or omissions of any third party to whom we pass money received from you. The third party to whom we pass money may hold it in an omnibus account and it may not be possible to separate it from our money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, we will only have an unsecured claim against the third party on behalf of you and our other Clients, and you will be exposed to the risk that the money received by us from the third party is insufficient to satisfy the claims of you and all other Clients with claims in respect of the relevant account. The Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts, for losses (directly or as a result of) due to delays and/or failures to deposit/remit funds through affiliated and/or third parties. Client Accounts will be credited with deposited funds only after the funds have reached the Company's bank account.

**7.4** We shall not pay you interest on Client money and we may deposit your money in overnight deposits and we will be allowed to keep any interest.

**7.5** We aim to hold your money only in EEA regulated financial institutions which employ and have client money rules similar to ours and which are supervised by regulatory authorities of equivalent status to ours. In the unlikely event that we may hold Client money outside the EEA, the legal and regulatory regime applying to any such bank or person will be different from that of Cyprus and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, your money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Cyprus.

**7.6** We may deposit your money with a depository who may have a security interest, lien or right of set-off in relation to that money.

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

**7.8** The Company may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company or its Broker(s). Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to rights or credit facilities.

**7.9** CFDs, are leveraged products and incur a high level of risk which can result in the loss of all of the client's invested capital. However, it should be noted that the Company offers its retail clients 'negative balance protection' as per ESMA's product intervention measures, which means that a retail client cannot lose more than his/ her overall invested capital.



## **8 Funding and Withdrawals of the Clients Account**

**8.1** You may fund your Account by credit or debit card, wire transfers or SEPA transfers, e-wallets or other similar methods of money transfer acceptable by the Company or any of its affiliated companies from time to time in its absolute discretion. We do not guarantee that all the transfer methods are available to be used in your country. Transfers to fund your account can only be initiated by you through the trading platform. For further information regarding the deposit methods, please visit the “Payment Processors” tab in the “Help Center” section on our website.

**8.2** The minimum initial deposit so as to start trading is described in the ‘Accounts’ section of our Website. At our discretion we can allow you to start trading if you have transferred fewer funds than the minimal initial deposit.

**8.3** The Client may request to withdraw funds deposited to the Account as per the procedure described and subject to delivering to us the documents listed on the Company Website. If your withdrawal request is made to us without meeting all requirements, the Company reserves itself absolute discretion to execute this withdrawal request until all legal requirements are met. All expenses for transfers of funds from or to the Originating Account/Card shall be borne by the Client.

**8.4** The Client may withdraw funds deposited to his Account and/or profit gained through trading transactions from his Accounts only to the relevant account or card from which he had used to fund his Account (such account to be called “Originating Account/Card”. Transfers (withdrawals) of funds to accounts/cards other than the Originating Account/Card is allowed at the Company's absolute discretion and provided the Company is satisfied that there is a reasonable justification for transmitting the funds to a different account. The minimum withdrawal amount is US\$ 25. The minimum withdrawal amount for bank wires is US\$ 100.

**8.5** The Client is fully responsible for the payments details given to the Company and the Company accepts no responsibility for the Client's funds, if the details provided by the Client are wrong. If a withdrawal request is made to a bank account, the details must be provided within 5 business days. If 5 business days have passed a new withdrawal request must be submitted.

**8.6** The Company will affect withdrawals of Client funds only when the identity of the Client is verified by the valid Know-Your-Client and Anti-Money-Laundry documentation.

**8.7** We shall make any payments due to you in such a manner as we deem appropriate under the circumstances and reserve ourselves the right to initiate legal proceedings against any Client submitting a chargeback. In case of a chargeback, we reserve our right to close/cancel all positions whether at a profit or a loss and liquidate the account without any additional information to the Client.

## **9 Margins and Collateral Payment**

**9.1** During the lifetime of any Financial Instrument, we, in our absolute discretion, reserve the right to review and adjust the percentage of funding required or the rates at which interest is calculated on such Financial Instrument, with or without notice to you, especially in, but not limited to, volatile market conditions. Positions that are open overnight may be adjusted to reflect the cost of carrying the position over. Details of such adjustments are available on our Website.

**9.2** Where we effect or arrange a Transaction involving a CFD you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement of the transaction or closing out of your position. You will be required to make further variable payments by way of margin against the purchase price of the Financial Instrument, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make. We will monitor your margin requirements on a daily basis and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this clause.

**9.3** You agree to pay us on demand such sums by way of margin as are required from time to time or as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated transactions under this Client Agreement.

**9.4** Unless otherwise agreed, margin must be paid in cash. Cash margin is paid to us as an outright transfer of funds and you will not retain any interest in it. Cash margin received by us will be recorded by us as a cash repayment obligation owed by us to you.

**9.5** In addition and without prejudice to any rights to which we may be entitled under this Client Agreement or any Regulations, we shall have a general lien on all funds held by us or our Nominees on your behalf until the satisfaction of your obligations.

**9.6** The European Securities and Markets Authority (ESMA) has formally adopted under Article 40 of the Markets in Financial Instruments Regulation (MiFID II), new product intervention measures on the provision of CFDs to retail investors and these new measures include the following:

A margin close out rule of 50 percent on a per account basis. If the margin allocated to a CFD trading account falls to less than 50 percent of the required initial margin for the open CFD position/s, the CFD position/s will automatically close. The same will apply in the event that you set up a Stop Loss that will be exceeding the maximum loss of 50 percent. In any case, the

value of your account should not fall under 50 percent of the total initial margin requirement for all open CFD positions at any point in time

**9.7** We shall have the right, in addition to any other rights we may have under this Client Agreement, or under the law in general, to close, cancel and or limit the size of your open positions (new or gross) and to refuse to establish new positions. Situations where we may exercise such right include, but are not limited to, where:

- a) We consider that there are abnormal trading conditions,
- b) We consider there to have been abusive trading strategies transmitted to us, or
- c) Your account has reached Stop-Out level.

**9.8** It is in the Company's discretion to close any open deals after an inactivity period of 90 days of such deals. Hedging positions may incur an administration fee of 0.1% of the complete volume (deal plus hedge position) in US-Dollars per day and we retain the right to close any hedged positions after 21 days without any further notice.

**9.9** We shall be entitled to retain monies which are required to cover adverse positions, initial margin, variation margin, any uncleared funds, realized losses and any and all other amounts payable to us under this Client Agreement.

**9.10** Whenever we conduct currency conversions, we will do so at such a reasonable rate of exchange as we shall select.

## **PART III - TRADING**

### **10 Online Trading System And Website Access**

**10.1** When your account is enabled for trading, you are entitled to use your Access Codes within our Online Trading System in order to be able to transmit orders for the purchase or sale of Financial Instruments through us through your compatible personal computer connected to the internet on our Online Trading System.

**10.2** You will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of our Online Trading System. You accept and understand that we reserve the right, at our discretion, to terminate or limit your access to our Online Trading System or part of if we suspect that you allow such use of our Online Trading System.

**10.3** When using our Website and/or Online Trading System you will not, whether by act or omission, do anything that will or may violate the integrity of our computer system or cause such system to malfunction. You are solely responsible for providing and maintaining the equipment necessary to access and use our Website and/or Online Trading System.

**10.4** You acknowledge that the internet may be subject to events which may affect your access to our Website and/or Online Trading System including but not limited to interruptions or transmission blackouts. We are not responsible for any damages or losses resulting from such events which are beyond our control or for any other losses, costs, liabilities, or expenses (including without limitation, loss of profit) which may result from your inability to access our Website and/or Online Trading System or delay or failure in sending Orders.

**10.5** We are not an Internet Service Provider and cannot be responsible for not fulfilling any obligations under this Client Agreement because of internet connection failures or public electricity network failures or hacker attacks.

**10.6** We shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer. We shall not be held responsible for information received via computer or for any loss which you may incur in case this information is inaccurate.

**10.7** You are permitted to store, display, analyze, modify, reformat and print the information made available to you through the Website and/or Online Trading System. You are not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without our express written consent. You must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. You represent and warrant that you will not use the Website and/or Online Trading System in contravention of this Client Agreement, that you will use the Website and/or Online Trading System only for the benefit of your Account and not on behalf of any other person, and that, with the exception of a web browser and other applications specifically approved by us, you will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Website and/or Online Trading System or automate the process of accessing or obtaining such information.

**10.8** Our operation time for trading is from 17:05 Sunday to 16:59 Friday New York time (EST) which is equivalent to 00:05 to 23:59 server time, Monday to Friday, except the 25th of December and the 1st of January. During the daylight saving time our operation and server time is adjusted according to the New York time (EST).

**10.9** You agree to keep secret and not to disclose any Access Data to any person other than an individual who has been expressly authorized to act on your behalf according to Section 16.

**10.10** You should not write down your Access Codes. If you receive a written notification of your Access Codes, you must destroy the notification immediately.

**10.11** You agree to notify us immediately if you know or suspect that your Access Data has or may have been disclosed to any unauthorised person. We will then take steps to prevent any further use of such Access Data and will issue you with a replacement Access Data. You will be unable to place any Orders until you receive the replacement Access Data.

**10.12** You agree that you will co-operate with any investigation we may conduct into any misuse or suspected misuse of your Access Data.

**10.13** You accept that you will be liable for all orders given through and under your Access Data and any such orders received by us will be considered as received by you. In cases where a third person is assigned as an authorized representative to act on your behalf, you will be responsible for all orders given through and under your representative's Access Data.

**10.14** You acknowledge that we bear no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted between us or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

**10.15** We may offer third party authentication services such as Twitter and/or Facebook for registration. While subscribing / registering for our service, you should provide accurate information and should not in any case try to deceive us, impersonate other persons and/or entities. Using third party authentication remains your sole responsibility and we cannot guarantee the data protection enforcement of such third parties. We may or may not choose to verify any or all of the information provided by you during registration or later for security purposes.

## **11 CFD's Trading Procedures & Orders**

**11.1** You or those persons you have notified to us in writing as authorized to give instructions and Orders on your Account may place Orders via our Online Trading System in the way specified in Section 11.2.

**11.2** You can place new Orders via our Online Trading System by using your Access Codes, you can give instructions to liquidate your existing positions or to delete/modify pending orders by using your name, username or user ID. Orders are accepted at our sole discretion and we reserve the right to refusal of accepting any Order. For accepted Orders, we will use commercially reasonable efforts when transmitting all Orders for execution to the venues indicated under Section 11.24.

**11.3** In case of an Order received by us in any means other than through the online Trading System, the order will be transmitted by us to the Online Trading System (if possible) and processed as if it was received through the Online Trading System.

**11.4** We will be entitled to rely and act on any Order without any further enquiry, and we will consider any Orders to be binding upon you where such Order has been placed using your Access Data in accordance with Section 11.2.

**11.5** We shall receive and transmit all Orders given by you strictly in accordance with their terms. We will have no responsibility for checking the accuracy of any Order. Any Order that you give to us constitutes an irrevocable instruction to us to proceed with the Transaction on your behalf.

**11.6** Any Order shall be conclusively deemed to be a valid Order from you to us if we believe it to be genuine. You are responsible for any loss, claim or expense incurred by us for following or attempting to follow any of your Orders.

**11.7** We will not be obliged to check or have regard to any assumption made or expressed by you as to the effect of any trade on your existing or overall positions with us. We need have no regard to your comments that any trade you place is a trade to close all or part of an open position. We will treat all trades as a buy or a sell regardless of whether the trade has the effect of opening a new position or closing an existing one. It is your responsibility to be aware of your positions at all times.

**11.8** If you give us an Order which puts you in breach of any of this Client Agreement, we may in our absolute discretion fill such an Order to the extent we deem appropriate and you will not have any right to cancel any resultant partially filled Order. You will be liable for the breach of this Client Agreement and remain liable for the settlement of the resultant Transaction in accordance with the terms of this Client Agreement.

**11.9** You may give only the following orders of trading character using our Online Trading Systems:

- a) OPEN - to open a position as market or limit order,
- b) CLOSE - to close an open position as market or limit order, or
- c) To add, remove, edit orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop;

**11.10** Any other Orders not mentioned in Section 11.9 are unavailable and are automatically rejected. Limit orders are often filled at the requested price. If the price requested is not available in the market, the order will be filled as a market order. If the requested price of a Stop

Loss or Take Profit is reached at the open of the trading session, the order will become a market order.

**11.11** All open spot positions will be rolled over to the next business day at the close of business in the underlying relevant Market, subject to our rights to close the open spot position.

**11.12** Subject to this Client Agreement and as amended from time to time, we may allow our Clients, at our sole discretion, to specify a closing price for “Stop Loss” or “Take Profit” orders. Upon our acceptance of such order, you hereby authorize us to close the respective order subject to the terms specified in the order without any further notice from us to you. Any confirmed positions cannot be cancelled or changed.

**11.13** You have no right to change or remove Stop Loss, Take Profit and Limit Orders if the price has reached the relevant level.

**11.14** Orders can be transmitted for execution, changed or removed only within the operating (trading) time and if they are not executed they shall remain effective through the next trading session.

**11.15** Your Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

**11.16** Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are transmitted for execution at the price declared by the Client on the first market price touch. The Company reserves the right not to transmit the Order; or to change the opening (closing) price of the transaction in case of the technical failure of the trading platform and also in case of other technical failures.

**11.17** Under certain trading conditions it may be impossible to transmit Orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell limit, Sell Stop) at the declared price. In this case, the Company has the right to transmit the Order for execution or change the opening (closing) price of the transaction at a first market price. This may occur, for example, at times of rapid price movement, if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted or during the starting moments of the trading session. In the case of such an event, the order will be executed at the next best price. As a result, placing such an order will not necessarily limit your losses/take your profits to the fully intended amounts because market conditions may make it impossible to execute such an Order at the stipulated price. It should be noted that the price at which a trade is executed at may vary significantly from original requested price during abnormal market conditions. ‘Slippage’ is a normal market practice and a regular feature of the foreign exchange markets under certain conditions such as but not limited to illiquidity and volatility due to news

announcements, economic events and market openings, therefore trading according to news cannot be guaranteed. Please refer to our Risk Disclosure Policy and website for further details about Slippage.

**11.18** We may establish cut-off times for instructions or Orders which may be earlier than the times established by the particular market and/or clearing house involved in any Transaction and you shall have no claims against us arising out of the fact that an Order was not placed by you before of our cut-off time.

**11.19** Stop Loss and Take Profit orders are automatic features available on our trading platform and it is mandatory for Retail Clients to use them on every position they open.

Before opening a new position Retail Clients have two (2) options:

- a) Accepting the default Stop Loss and Take Profit levels or amounts which are symmetric or
- b) Manually setting a minimum and/or maximum Stop Loss/ Take Profit level or amount that suits them best

Both Stop Loss and Take Profit can be adjusted at any time while the trade is open.

Stop Loss is a risk management tool which aims to add protection to Clients' investment.

Under abnormal market conditions, the set Stop Loss is not guaranteed. When the market is volatile, the Stop Loss rate you requested may not be traded in the market. In this case, the Stop Loss will trigger at the next available rate. The result is that you could lose a higher amount than what you were prepared to on the specific trade.

Under abnormal market conditions, the set Take Profit is not guaranteed. When the market is volatile, the Take Profit rate you requested may not be traded in the market. In this case, the Take Profit will trigger at the next available rate. The result is that you could gain a higher amount than what you expected on the specific trade.

Upon accepting this Agreement, Retail Clients are aware and accept that they may not place any Orders without setting an automatic Stop Loss/Take Profit for their positions.

**11.20** We reserve the right to disregard or cancel an Order that is no longer reasonable for us to execute. If we decide to disregard or cancel your Order, we shall not have any liability to you as a result of such action and we are not obliged to re-enter that Order. Such cases Include but are not limited to: a) a stock to which the Order relates to becomes un-borrowable making it impossible to hedge our exposure to you, b) a corporate event, dividend or insolvency of the company takes place.



**11.21** In the event you have an open stop loss or take profit order, and a dividend adjustment is made as per above point we reserve the right to amend the stop or take profit level by the size of the dividend adjustment.

**11.22** We reserve the right to change the contract specifications, including leverage, deal size and spreads, at any time depending on the market situation. You agree to check the full specifications of the CFD instrument before placing any order. We reserve the right to allow a change to your trading Account leverage or spreads at our discretion.

**11.23** The level of Swap Rates vary in size and change depending on the level of interest rates. We reserve the right to change the level of Swap Rates and credit your account accordingly. From Friday to Monday swaps are calculated once. From Wednesday to Thursday swaps are calculated in triple size.

**11.24** Our spreads are based on market rates received from the execution broker(s) and/or liquidity providers and are pre-determined according to your account status. Spreads may be changed at our discretion without your prior consent. On MT5 accounts, we reserve the right to use floating spreads on any asset at our discretion.

**11.25** The Client accepts that the transmitted orders shall be solely executed by the Company's execution broker(s) and/or liquidity providers which may change from time to time and may be based in jurisdictions not covered under regulations. For any orders placed with the Company, the Company shall act as an agent and not as a principal on the Client's behalf (Reception and Transmission on Orders).

**11.26** You acknowledge that we derive our revenue as fixed share of the spread regardless of you winning or losing deals. Therefore, in case the fair market price reduces our commission in a specific transaction it may occur that the transaction will not be executed by our liquidity providers. In the event of such, a new price quote will be sent to you for consideration.

**11.27** The Company shall act as an agent of the Client (principal) when receiving and transmitting orders. The Company will be transmitting your Orders for execution to Sirius Financial Markets PTY Ltd, a broker regulated by the Australian Securities and Investment Commission (ASIC), and Sirius Financial Markets PTY Ltd may be transmitting the orders received by us to other liquidity providers. Broker(s) or Liquidity Provider(s) are not necessarily operating in regulated markets.

**11.28** We may, in our own judgment at any time, set an Expiry Date for a specific Instrument. In this event, that date will be displayed in our website under the section, Asset Expirations. You agree that it is your responsibility to make yourself aware of the Expiry Date and time of the instruments you trade.

**11.29** According to the Cyprus Securities and Exchange Commission and the Spanish Securities Exchange Commission, Spanish clients are warned about the risk and complexity of contracts for difference (CFDs). These warnings include a handwritten or oral statement made by the Clients prior to their first two trades. Furthermore, a warning is addressed to each client separately regarding the cost that will burden the client if he wishes to close a position immediately after purchasing it.

**11.30** Due to regulatory requirements, specific trading mechanisms shall apply to residents of France:

The Negative balance protection will not allow a trader's account balance to fall below zero.

A Stop Loss order shall be placed automatically with all Market Orders. The automatic Stop Loss order will be set by default to the initial margin requirement for the trade which was used to open the Market Order.

The price of the Stop Loss Order can be modified by the Client only to a value smaller than the initial level.

For example: If the initial margin requirement for a trade was \$200, the Stop Loss will be set automatically at \$200 or a market rate equivalent to that amount. After the trade is placed and the position is opened, you may then modify the Stop Loss price, but you cannot risk more than the initial margin requirement. Therefore, a Stop Loss of \$100 will be possible, but a Stop Loss of \$250 will not be possible.

Be advised that the above mentioned trading mechanism will only apply on certain financial instruments.

Residents of France must access the French version of the Company's website in order to access and trade these financial instruments.

## **12 Best Execution Policy**

**12.1** The Company follows a strict reception and transmission of orders execution policy and as such we shall ensure each time when carrying out Clients' order, or acting on behalf of Clients that the following criteria shall be taken into account as applicable:

- (a) the characteristics of the Client including the classification of the Client as Retail
- (b) the characteristics of the Client order
- (c) the characteristics of Financial Instruments that are the subject of the order
- (d) the characteristics of the execution venues to which the order can be directed

**12.2** The Company shall take all reasonable steps to obtain the best possible result for a Client taking into account price, costs, speed, likelihood of execution and settlement, size nature or any other consideration relevant to the execution of the order. Nevertheless, whenever there is a specific instruction from the Client the Company shall execute the order following the specific instruction as applicable.

**12.3** Where the Company shall carry out an order on behalf of a Retail Client, the best possible result shall be determined in terms of the total consideration, representing the price of the Financial Instrument and the costs related to carry out that order, which shall include all expenses incurred by the Client directly related to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order.

**12.4** For the purposes of delivering best execution where there is more than one competing venue to carry out an order for a Financial Instrument, in order to assess and compare the results for the Client that would be achieved by executing the order on each of the execution venues listed in the Company's order execution policy that is capable of executing that order, the Company's own commissions and costs for executing the order on each of the eligible execution venues shall be taken into account in that assessment.

**12.5** Finally, as a safeguard for best execution, the Company shall not structure or charge their commissions in such a way as to discriminate unfairly between execution venues. The Company's detailed Best Execution Policy can be found in our legal portal.

### **13 Refusal To Transmit Orders**

**13.1** Without prejudice to any other provisions herein, you agree and understand that we have the right, at any time, without giving any notice and/or explanation, to refuse, at our discretion, to transmit any Order for execution, and that you have no right to claim any damages, specific performance or compensation whatsoever from us, in any of the following cases but not limited to:

- a) Whenever we deem that the transmission of the Order for execution affects or may affect in any manner the reliability or smooth operation of the Online Trading System,
- b) Whenever there are no available cleared funds deposited in your Account to pay all the charges and required margin relating to the said Order,
- c) There is absence of essential detail of the Order,
- d) It is impossible to proceed with an Order regarding the size or price,
- e) Your Order has more than one interpretation or is unclear,

- f) It is impossible for the Order to be executed due to condition of the market, customs of a trading volume,
- g) We received from you the notice on cancellation of the contract,
- h) Forwarding of the notice on termination of the Client Agreement by us to you,
- i) If any doubt arises as to the genuineness of the Order,
- j) Where we suspect that you are engaged in money laundering activities or terrorist financing,
- k) In consequence of lawful claims or requirements of corresponding organized trading platforms, affiliates as well as in consequence of lawful claims of third parties,
- l) Where the legality of the Order is under doubt,
- m) In consequence of request of regulatory or supervisory authorities or a court order,
- n) In the circumstances mentioned in Section 9 and Section 21,
- o) Where the Order is placed in a manner and form not compliant with our normal operations of business, or
- p) When the underlying market is closed and the Company does not receive liquidity from its execution venues.

#### **14 Confirmations and Client Reporting**

**14.1** We reserve the right, at our discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the Online Trading System. You accept the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent by you, regardless of how they have been caused, including technical and/or mechanical damage.

**14.2** Information on Order(s) status, Accounts status, Trade Confirmations and messaging facility between us and you may be available via, but not limited to, our Online Trading System.

**14.3** Any notice or other communication to be provided by us under the Client Agreement, including a trade recap, Account Statements and Trade Confirmations, will be sent to you either in electronic form by e-mail to the CFDs Client Agreement email address which we will have on record on you or provided via our Online Trading System. You are obliged to provide us with e-mail and mailing addresses for this purpose. We are not responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from us.

**14.4** It is your responsibility to inform us of any change to your email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before settlement.

**14.5** We will send to you, in the method specified above in Section 14.3, a Trade Confirmation in respect of each executed Order. Such documents shall, in the absence of manifest error, be deemed conclusive unless you notify us in writing to the contrary within 48 hours of receipt of the said Trade Confirmation. In the event that you believe that we have entered into a Contract on your behalf, which should have produced a Trade Confirmation, but you have not received such Confirmation, you must inform us immediately but no later than 48 hours when you ought to have received such Confirmation. In the absence of such information the Contract may at our absolute discretion be deemed non-existent.

**14.6** A statement of Account is available to you on the private zone of your account. Any confirmation or proof for any act or statement of account or certification issued by us in relation to any transaction or other matter shall be final and binding on you, unless you have any objection in relation to such statement of account or certification and the said objection is filed in writing and received by us within five (5) Business Days from the issuance of any statement of account or certification.

**14.7** We may provide to you Reports for the requested date on the Balance of your Account. Such Reports can be provided within 5 (Five) Business Days from the date of receipt of the request for such Report from the Client and will be subject to a standard minimum fee.

**14.8** If we hold your funds we shall send to you, upon your request, a statement of those funds.

**14.9** We will provide you with an online access to your Account via our Trading System by using your Access Data, which will provide you with sufficient information in order to manage your account and comply with our Regulatory reporting requirements, therefore we may not be providing you with periodic and/or annual statements.

**14.10** The Company reserves the right to charge a fixed payment of USD 100 every 45 days for account maintenance assuming that the account has these available funds. If the Client account is funded with less than USD 100 and has been inactive for the said period, the Company reserves the right to charge a lower amount to cover administrative expenses and inform the Client of the pending account closure within the next 10 business days after this notification. In the case of account closure this Agreement will be suspended and/or your account will be archived.

## **15 Assurances, Guarantees**

**15.1** By agreeing to be bound by this Client Agreement, and again on each occasion that you place an Order, you state, affirm, warrant and guarantee to us as follows:

- a) You are placing the Order and entering into the Transaction as principal, (that is on your own behalf and not for any third person), unless you have produced to our satisfaction, a document and/or powers of attorney enabling you to act as representative and/or trustee of any third person and relevant identification documents for such third party.
- b) You are entering into and performance of the terms of this Client Agreement and each Transaction does not breach, conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you or any of your funds or assets.
- c) You are not subject to any restrictions in placing the Order or entering into the Transaction contemplated by the Order.
- d) You have taken such advice in respect of the Transaction contemplated by the Order and have not relied on any representation or information provided by us in reaching your decision to enter into the Transaction.
- e) You are duly authorized to and have obtained all necessary power, authorizations and approval to enter into this Client Agreement and to sign and give Orders and to otherwise perform your obligations under this Client Agreement.
- f) All the information disclosed to us in your Application Form, the documentation provided and otherwise is true and accurate and that you undertake to inform us in writing should there be any changes to the information provided.
- g) The documents handed over by you to us are valid and authentic and to the best of your knowledge and belief, the information provided in the Application Form and any other documentation supplied in connection with the application form, is correct, complete and not misleading and you will inform us if any changes to such details or information.
- h) Your funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.
- i) You are over 18 years old and of sound mind, having no legal or other obstacle prohibiting you from entering into this Client Agreement.
- j) You have provided us with your investment objectives which are relevant to our Services for example whether there are any restrictions on the markets or instruments in which any Transactions will be sent for execution for you, depending on your nationality or religion.

**16 Third Party Authorization to Trade**

**16.1** You have the right to authorize a third person to give Instructions and/or Orders to us provided you have notified us in writing, of exercising such a right and that this person is

approved by us fulfilling all of our specifications for this such as but not limited to regulatory requirements. Each Client account can only have one authorized third person. Each authorized third person can represent only one Client Account. It is strictly forbidden for a Client account to maintain multiple authorized third persons and for a single authorized third person to represent multiple Client accounts.

**16.2** Unless we receive a written notification from you for the termination of the said person's authorization, we will continue accepting instructions and/or orders given by this person on your behalf and you will recognize such orders as valid and committing to you.

**16.3** The written notification for the termination of the authorization to a third party has to be received by us with at least 5 days notice prior the termination date.

## **PART IV – GENERAL PROVISIONS**

### **17 Regulatory Provisions**

**17.1** Notwithstanding any other provision of this Client Agreement, in providing Services to you we shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

**17.2** We are authorized to disclose information relating to you and/or your Transactions to regulatory bodies as required by law and/or where we believe it is desirable for the proper management of your Account.

**17.3** Under Applicable Regulations, we will keep Client records for at least five years after termination of the Client Agreement.

**17.4** Should any part of this Client Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any market or regulator, that part will be deemed to have been excluded from this Client Agreement from the beginning and this Client Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Client Agreement or the legality, validity or enforceability of this provision in accordance with the law and/ or regulation of any other jurisdiction, shall not be affected.

### **18 Introduction of Clients**

**18.1** Some Clients may have been introduced to the Company by a business introducer. In such case and by accepting this Client Agreement, the Client acknowledges that:

- a) The business introducer is not a representative of the Company nor is authorized to provide any guarantees or any promises with respect to the Company or its services,
- b) The Company shall not be liable for any type of agreement that may exist between the Client and the business introducer or for any additional costs that might result as a result of this agreement, and
- c) Based on a written agreement with the Company, the Company may pay a fee or a retrocession to the business introducer as defined in Section 19 (Inducements).

**19 Inducements (payments to/from third parties)**

**19.1** The Company may pay and/or receive fees/commission to/from business introducers, referring agents, third-parties based on a written agreement and provided that these benefits are designed to enhance the quality of the service offered to the Client and not impair compliance with the Company's duty to act in the best interest of the Client. This fee/commission is related to the frequency/volume of transactions and/or other parameters.

**19.2** The Company may receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company may receive fees/commission from the counterparty through which it executes transactions. This fee/commission is related to the frequency/volume of transactions executed and/or other parameters.

**19.3** The Company has the obligation and undertakes to disclose further details regarding inducements upon the Client's request.

**20 Communication and Notices**

**20.1** We may provide you with access to third party trading recommendations, market commentary or other information. Where we do so:

- a) this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to investment advice,
- b) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons,
- c) we give no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction, and
- d) you accept that prior to dispatch, we may have acted upon it ourselves to make use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other



Clients. Any published research reports or recommendations may appear in one or more screen information services.

**20.2** Market commentary is subject to change and may be withdrawn at any time without notice.

## **21 Complaints**

**21.1** Complaints and enquiries can be addressed to us by sending us an email as described in Section 21.2 below. Complaints shall be handled, in the first instance, by the customer support department within five (5) working days. If you receive a response from the customer support department but deem the complaint to be unsolved, you may contact the compliance department which is an independent department within our Company. We have put in place formal procedures for handling complaints fairly and promptly aiming to solve any complaint submitted to us in a fair manner without escalating it further.

**21.2** Any complaint has to be submitted within five days of occurring by email to [complaints@trade360.com](mailto:complaints@trade360.com) and needs to include:

- a) full name of the Client,
- b) Client's username,
- c) email and telephone number,
- d) clear description of the complaint including deal ID's, and
- e) supporting evidence to the complaint in question (i.e. screenshots)

**21.3** For validation purposes all complaints must be sent from the same Client's email address as the one in our records. If the complaint is received later than 7 days after the event occurred, then it will be in the Company's absolute discretion to accept the complaint or not.

**21.4** All complaints must be made in English in a legible and comprehensive manner containing the information stipulated in Section 21.2. Complaints that do not contain this information and/or contain abusive language will not be processed.

**21.5** We will try to resolve any complaints within five business days. If your complaint requires further investigation and we cannot resolve it within five working days, we will issue our holding response within four weeks of receiving the complaint. When a holding response is sent, it will indicate when we will make further contact (which should be within eight weeks of receipt of the complaint).

**21.6** The Company will send a final written response to the Client within three (3) months from the date it is received. In case a Client complaint is not settled within a three (3) month period,

the Company will still send a written response informing the Client about the status of their complaint.

**21.7** Any conflicts regarding pricing will be solved by checking the actual prices in the market at the specific time at which the error occurred. Investors should review their account statement and are responsible for reporting any mistakes found on the account within 48 hours after the issue of the statement.

**21.8** Without derogating from the provisions of Section 21.1 above, it is expressly stipulated that no complaints may be made in respect of:

- a) a transaction or a pending order or any modification to the foregoing not accepted, rejected, deleted or reverted in accordance with the provisions of this Client Agreement,
- b) any trading or account management issue arising due to error in communications either on the side of the Client or the Company or both,
- c) any issues arising due to unavailability of the trading facilities for maintenance and/or other technical works conducted in accordance with this Client Agreement and/or 'Error' messages returned by the platform,
- d) any transactions made with funds generated by the Client as profit from transactions that were subsequently cancelled by the Company,
- e) any issues arising out the failure of the Trading Platform software/hardware in case no records on the server log-file exist to prove the Client sent instructions, or
- f) any differences in the prices and/or quotes provided by the Company for the respective financial instrument and any of the foregoing provided for any other financial instrument (including, without limitation, the underlying asset) and/or provided for the same and/or similar financial instrument by any other company (whether the Company's affiliate or otherwise); an erroneous price quote and/or a spike in the Company's price feed; any lost and/or unrealized profits or any non-financial losses.

**21.9** The Company's records of the Client's Trading Account, including and without limitation the server log files, shall be the absolute and indisputable proof in respect of any complaint. Without limiting generality of the foregoing, in case of a discrepancy between the trading logs on the server side and trading logs on the Client's side, the log files on the server side shall take precedence. If the server log-file has not recorded the relevant information to which the Client refers, the complaint based on this reference may not be considered.

**21.10** The Client acknowledges that the Company may, at its sole discretion, prevent the Client from making any changes to the Order(s) in question during the time the respective Complaint is being reviewed.

**21.11** If a decision to address the issue referred to in the Client's Complaint has been made by the Company, the Company may, at its sole and absolute discretion, choose either of the following methods:

- a) Open and/or close a transaction and/or pending order in question,
- b) Satisfy (fully or partially) Client's request as stated in the complaint, or
- c) Otherwise address the issue using methods, generally accepted in common market practice.

**21.12** Unless expressly set forth otherwise by an applicable law and/or regulation, the Company's decision with respect to a Complaint shall be final and binding and shall not be subject to any appeal.

**21.13** If a situation arises which is not expressly covered by a term of this Client Agreement, we and you agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

**21.14** In the case where a settlement is reached for a complaint, the Client agrees in writing to waive any rights to past or present claims against the Company and to withdraw any negative postings, announcements, filings or other publications which could have a negative effect on the Company by signing a settlement agreement. Failure of the Client to any of the provisions contained herein, or signing the settlement agreement will result in a legal filing from the Company against the Client. Bonuses pending through promotions and/or incentives will be debited if the Client fails to sign the agreed settlement agreement.

**21.15** We reserve our rights to proceed with legal actions where complaints are based on false or misleading information, evidence in support of the complaint has not been submitted in the initial claim or deliberately been withheld or any non-disclosure of information in favour of your claim. Submitting such false or misleading information is a serious offence and if as a result of this, the Company suffers reputational damages in any form whatsoever, we shall initiate legal action filing for redress and compensation.

**21.16** In the unlikely event of you having any reason to feel dissatisfied with our final response, you may then refer the matter to the Financial Ombudsman.

The Ombudsman is an independent organisation established to resolve disputes between financial institutions and their customers. You should note that the Ombudsman will not consider a complaint until we have had the opportunity to investigate and find a solution for the

complaint. You may refer to the Ombudsman once you receive a final response from us or three months after the date of your complaint, whichever is sooner.

Details of the Ombudsman will be provided by the Compliance department in their final response to your complaint. Any reference to the Ombudsman must take place within four months of the Compliance department's final response.

Contact the Financial Ombudsman (FO):

1. By hand or by post to the address: 13 Lordou Vironos Avenue, 1096, Nicosia or P.O Box 25735, 1311, Nicosia
2. By facsimile (fax) to 22-660584 or to 22-660118
3. By electronic mail (e-mail) to the address: [complaints@financialombudsman.gov.cy](mailto:complaints@financialombudsman.gov.cy)

Further information can also be found at [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy)

## **PART V – CLOSING PROVISIONS**

### **22 Communication**

**22.1** You accept and understand that our official language is the English language and you should always read and refer to the main Website for all information and disclosures about us and our activities. Translation or information provided in languages other than English in our local Websites is for informational purposes only and does not bind us or have any legal effect whatsoever; we have no responsibility or liability regarding the correctness of the information therein.

**22.2** Unless the contrary is specifically provided, any notice, instructions, authorizations, requests, general enquiry or other communications and messages to be given by you to us under this Client Agreement shall be in English and in writing and shall be sent to us at the contact details specified in Section 1.3. If your communication is sent by post, it must be posted by registered mail or a commercial courier service.

**22.3** We reserve the right to specify any other way of communication with you.

**22.4** We may monitor and/or record any electronic communications between us (including telephone calls, emails, text messages and instant messages), without the use of a tone or other warning, to provide verification of instructions and maintain the quality of our service, for training purposes and to check compliance with this Client Agreement, our internal policies and procedures and applicable Regulations. You accept that our records of our communications will

be admissible as evidence of any instruction or communication given or received by you and that these records belong to us.

**22.5** You may call us between the hours of 8:00 and 17:00 (CET) on business days. If we need to contact you urgently regarding your Account we may contact you outside these times. You may use the chat facility for any enquires with our customer service desk outside of our official working hours.

**22.6** Notices sent to you will be emailed to you at the email address which is registered on your Account or posted to you at the last address that you provided to us as your normal residential address or given to you through the Online Trading System. It is your responsibility to ensure that you provide us with accurate and up to date contact information.

**22.7** Notices shall be deemed delivered: if sent by facsimile, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine, or if delivered via commercial courier service, at the date of signing of the document on receipt of such notice and shall take effect only when actually received by the recipient, provided they do not violate and are not contrary to any term of this Client Agreement. All notices issued by first class post shall be deemed to be received seven (7) Business Days after the date of their dispatch. Notices issued by airmail shall be deemed to be received seven business days after the date of their dispatch.

## **23 Charges and Taxes**

**23.1** You acknowledge that we derive our revenue as a fixed share of the spread regardless of you winning or losing deals from the counterparty through which we execute transactions. This fee/commission is related to the frequency/volume of transactions executed and/or other parameters. However, and as a safeguard for best execution, the Company shall not structure or charge their commissions in such a way as to discriminate unfairly between execution venues should more than one execution venue be available. For further details please refer to Section 11.23 and 19. Account maintenance fees are listed in Section 14.10. Since rollover fees depend on several market parameters (such as but not limited to the financial instrument in question, market volatility, etc) the incurred fee may change. Indices, shares, ETF's and commodities are charged an overnight fee when the position is held open overnight whether a long or short position. Please see below the relevant overnight fee table and refer to the "Trading Conditions" sections of our website for examples. You agree to pay our charges and applicable taxes (if any) at the rates and times set out on our Website from time to time. The Company does not charge any fees for transferring the funds to you, but any expenses incurred by the bank, credit card company, payment processor or e-wallet for transferring the funds shall be borne by you. For further details please refer to Section 8.

Trading positions that are held open overnight incur a fee that is charged, whether you open a position at the Buy price or at the Sell price. This happens at 00:00 GMT. The overnight fee also depends on the day that you held the position open overnight. Please see below:

Sunday night to Monday: Regular Rollover

Monday night to Tuesday: Regular Rollover

Tuesday night to Wednesday: Regular Rollover

Wednesday night to Thursday: Rollover fee is charged three times (for Wednesday, Friday, Saturday)

Thursday night to Friday: Regular Rollover

Friday night: No overnight fee

Saturday night: No overnight fee

See below the table for the commission for each asset. Note that the commissions are subject to change in accordance with the market conditions and liquidity.

Example: If you open a Buy or Sell position on SPYUSD on Thursday, and you hold it open overnight on Thursday, an overnight fee will incur.

**23.2** We may vary our charges from time to time and publish them on our Website accordingly. It will remain solely your responsibility to review the relevant sections of our Website and stay informed about any changes in our charges.

**23.3** We may share dealing charges (commissions) with third parties, or receive remuneration from them in respect of transactions carried out on your behalf.

**23.4** You undertake to pay all stamp expenses relating to the Client Agreement and any documentation which may be required for becoming our Client or the carrying out of the transactions under the Client Agreement.

**23.5** You shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

**23.6** Commissions for deposit and/or withdrawal of funds may be amended by us from time to time. It will remain solely your responsibility to review the relevant sections of our Website and

stay informed about any changes in our charges. In addition you will be liable for any charges made by any third party provider involved in the transfer process.

## **24 Information, Confidentiality, Data Protection and Privacy Policy**

**24.1** You agree to provide us with such information as we reasonably request from time to time to enable us to comply with applicable Regulations and provide the Services. Where you provide us with information, you are responsible for ensuring that it is correct and should promptly inform us in writing of any change.

**24.2** We will treat your Information as confidential and will not disclose it to any person without your prior written consent or as described in Section 24.4 except for those members of our personnel who require information thereof for the performance of their duties under this Client Agreement, or where disclosure is made necessary pursuant to a court decision or when disclosure of certain types of such information is required under the legislation, Regulator or any supervisory authorities and to our consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well. In addition, we will in particular abide by the Processing of Personal Data (Protection of the Individual) Law of 2001, and any other applicable data protection laws and regulations in respect of the personal data contained in your Information, in case you are a natural person.

**24.3** We may collect your information directly from you (in your completed Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers.

**24.4** We may use your information in order to provide, administer, tailor and improve the Services, our relationship with you and our business generally (including communicating with you and facilitating your use of the Website and/or our telephone trading facilities); to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend our legal rights; and to comply with all applicable Regulations and the requests of regulatory and enforcement authorities in any jurisdiction. You acknowledge that we may also need to transfer your information to countries outside the European Economic Area.

**24.5** You agree that we may contact you by telephone, email or post to tell you about products or services offered by us in which you may be interested in. We will not contact you for this purpose, however, if you have informed us that you do not wish to receive such communications by contacting us.

**24.6** The obligations to safeguard the confidentiality and not to disclose information do not apply to information that; is in public domain or is made public not due to the Parties' actions (or failure

to act); or is in legal possession of one of the Parties and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by such Party.

## **25 Force Majeure**

**25.1** Except as expressly provided in this Client Agreement, we will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing our obligations under this Client Agreement where such failure, interruption or delay is due to:

- a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis,
- b) Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster,
- c) Labour disputes not including disputes involving our workforce,
- d) Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless we have caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms,
- e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority,
- f) Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or wilful default of ourselves), hacker attacks and other illegal actions against our server and Online Trading System, or
- g) Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.

**25.2** In the event of force majeure, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 business days.

**25.3** In the events of force majeure we may suspend, freeze or close your positions.

## **26 Term And Termination**

**26.1** This Client Agreement shall be valid for an indefinite time period until its termination by virtue of the provisions of Section 26 herein.



**26.2** We may terminate this Client Agreement immediately upon the occurrence of any of the events set out below:

- a) You fail to comply with any requirement relating to the transfer of an open investment position,
- b) You do not have the authority to transact business with us or to do so in the manner in which you customarily conduct business with us,
- c) If you become deceased, declared absent or become of unsound mind,
- d) Such termination is required by any competent regulatory authority or body,
- e) You violate any provision of the Client Agreement, and in our opinion, the Client Agreement cannot be implemented,
- f) If you fail to make any payment or fail to perform any other act required by the Client Agreement,
- g) We have reliable information that a material adverse change in your financial condition has occurred or that you may not perform your obligations under the Client Agreement or you do not give to us adequate assurance of your ability to perform your obligations within 24 hours after receipt of the relevant request from us,
- h) If an application is filed in respect to you for any action pursuant to any bankruptcy acts or any equivalent act, including those of another country, applicable to you or if a partnership, to one or more of the partners, or a company, a trustee, administrative receiver or similar officer is appointed,
- i) If an Order is made or a resolution is passed for your winding-up or administration (other than for the purposes of amalgamation or reconstruction),
- j) If any distress, execution or other process is levied against any property of you and is not removed, discharged or paid within seven days,
- k) If any security created by any mortgage or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the security or charge,
- l) If any indebtedness of you or any of your subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your default (or any of your subsidiaries) or you (or any of your subsidiaries) fail to discharge any indebtedness on its due date.

- m) You convene a meeting for the purpose of making or proposing or entering into any arrangement or composition for the benefit of your creditors,
- n) If any of the representations or warranties given by you are/or become untrue,
- o) In cases of material violation by you of the requirements established by any legislation,
- p) If scalping or any other unauthorized trading activity is performed on the Online Trading System, automated or manual. In this case all Transactions performed that way will be annulled and cancelled, or
- q) If there is any indication or suspicion in the company's sole discretion that based on your trading activity patterns there was risk free profiting by executing transactions with the sole aim to benefit financially without being genuinely interested in trading in the markets and or taking market risk, we reserve the right to annul and cancel all your past transactions and debit all generated profits. Such transactions include but are not limited to sell positions (short) opened on a share, stock or index on the day before the ex-dividend date.
- r) If you are classified as a Politically Exposed Person (PEP) or fail to provide adequate documentation with regards to the Know-Your-Client and Anti-Money-Laudry regulations the Company has to follow.
- s) The Company reserves the right to immediately terminate the client's access to the trading platform(s), cancel all transactions and recover any losses caused by the client, in the event that the Company determines, in its sole discretion, that the client voluntarily and/or involuntarily abuses the "Negative Balance Protection" offered by the Company, by way of, but not limited to trading activity such as the below:
  - i. Positions opened minutes or even seconds before the break or news release, in an attempt to generate profits without the risk of market moves.
  - ii. Positions that are large enough compared to the balance of the account, in an attempt to either generate profits or end up in a negative balance, which the company pays on your behalf.
  - iii. Simultaneous positions in the opposite direction (pending or market orders), indicating no interest in the market direction but interested in generating profits due to the guaranteed stop loss and/or negative balance.
- t) The company maintains a zero-tolerance policy for abusive trading strategies, fraudulent activities, manipulation or any other scams. Such activities include but are not limited to misuse of deposited and promotional/bonus funds, swap arbitrage, bonus arbitrage, cash-backs, internal or external hedging, the use of any automated trading systems and software (aka

“bots”, “robots”, “expert advisors”). If at the Company’s sole discretion, there is any indication or suspicion that there were abusive and/or prohibited activities performed in relation to the Client’s trading account, the Company reserves the right to annul and cancel any or all past transactions and debit all generated profits.

u) The Company maintains a strict policy of limiting accounts to one per person, family, household address, email address, telephone number, same payment account details (e.g. debit or credit card, Neteller, etc) and shared computer, e.g. in a public library or workplace. Registering or accessing multiple accounts from the same IP address or from the same computer constitutes a violation of the Client Agreement. All Transactions performed by accounts that violate the above rules will be annulled and cancelled and all profits generated will be debited.

**26.3** This Client Agreement may be terminated by either you or us at any time by sending a written notice. As a result of termination of this Client Agreement, your Account will be closed.

**26.4** Your termination of this Client Agreement will not affect any obligation or liability that you may then have to us, including any liability or short position you may have arising from or in connection with transactions initiated prior to the termination. Subject to Section 26 herein we will complete Transactions which are in progress at termination as soon as reasonably practicable.

**26.5** If any of the described in Section 26.2 occur, then we may at our discretion at any time that event (without prejudice to any other right we may have) and without notice to you, take any one or more of the following actions:

- a) Terminate this Client Agreement,
- b) On your behalf and in your name, suspend, freeze or close out all or any of your open investment positions,
- c) Convert any currency,
- d) Apply any of your cash and the proceeds of any Transaction in satisfaction of the amount owing to us, including amounts due in respect of settlement, fees, commissions and interest,
- e) Keep such Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations you have, including, without limitation, the payment of any amount which you owe to us under the Client Agreement, or
- f) Close your Account,
- g) annul and cancel all your past Transactions and debit all generated profits.

**26.6** We reserve the right to combine any accounts opened in your name, to consolidate the Balances in such accounts and to set off those Balances.

**26.7** If there is Balance in your favor, we will (after withholding such amounts that we in our absolute discretion consider appropriate in respect of future liabilities) pay such Balance to you as soon as reasonably practicable and supply you with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to your instructions, but we have the right to refuse transfer of your funds to a third party.

**26.8** Please be aware that if your account balance has been adjusted by the Company's negative protection policy, or the Company has reasonable suspicion indicating that you may abuse the negative balance protection policy, or you are in breach or suspected to be in breach of any of the conditions listed in Section 26 of the Company's Terms and Conditions, the Company reserves the right to change your account type to the Delta User Group.

Delta User Group will be comprised of the following characteristics: Maximum Leverage: 1:30 for currencies, 1:20 for indices and stocks, 1:10 for commodities, with maximum levels restricted, as set out in our Leverage Policy. Trade-Out level: at margin levels of less than 50% of your equity, we have a discretionary right to begin closing position(s) immediately and without notice starting from the position with the highest losses at the available price(s) on our platform at that time. Minimum Deal: 100,000 USD. Spreads will be as with the Mini Account or higher.

## **27 Applicable Governing Law And Jurisdiction**

**27.1** If a settlement is not reached by the means described in Section 21 of this Client Agreement, all disputes and controversies arising out of or in connection with the Client Agreement shall be finally settled in a court in Cyprus.

**27.2** This Client Agreement and all transactional relations between you and us are governed by the Laws of Cyprus.

**27.3** All transactions on behalf of you shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs of the Cyprus Securities and Exchange Commission ("CySEC") and any other public authorities which govern the operation of investment firms, as they are amended or modified from time to time. We shall be entitled to take or omit to take any measures which we consider desirable in view of compliance with the laws and regulations in force at the time. Any such measures as may be taken and all the laws and regulations in force shall be binding on you.

## **28 Third Parties**

**28.1** We may at any time transfer, assign or novate any of our rights, benefits or obligations under this Client Agreement subject to providing notification to you.

**28.2** Your rights and obligations under this Client Agreement are personal to you and are not capable of transfer, assignment or novation.

**28.3** You are fully aware that investment information which may be announced by us to you from time to time or on a regular basis is not necessarily the result of investment research conducted by us. Where such investment research is outsourced from our operations, we shall undertake every effort as to monitor the level and standard of diligence to which such research is undertaken but cannot guarantee that the provider is subject to control by the government or any regulatory authority equal in standard and/or scope to the one we adhere to. Facts, opinions and any further findings or omissions thereof do not represent the views of the Company and we cannot be held liable for any losses, damages or claims which result directly or indirectly from any third party research which you rely on in making an investment decision.

**28.4** You are fully aware that when you are assigning rights to third parties (for example money managers, trading robots, signal providers, etc) we shall only provide our Services to you as described in Section 3 and your assignment of services to third parties shall be solely your responsibility. Any facts, opinions, findings, services or omissions thereof do not represent the views and services of the Company and we cannot be held liable for any losses, damages or claims which result directly or indirectly from any third party assignments.

**29 Real Stocks/Securities Scope of Services:**

The Company offers its Clients direct market access for trading securities, these services are offered through our financial intermediary (hereinafter “Saxo bank”), trading securities is available only on the Company’s MT5 platform.

This Client Agreement sets out the terms under which you can trade “Real Stocks” using “Trade360” MT5 Platform.

Prior to the use of Real Stocks trading, kindly be aware that the trading of Real Stocks is not suitable for everyone and by acknowledging the Terms of this Client Agreement, you fully understand such risks.

A share (also known as equity, or stock) is a security that represents the ownership of a fraction of a corporation. This entitles the owner of the shares to a proportion of the corporation’s assets and profits equal to how many shares they own.

When you open a non-leveraged BUY (long) position on a security, you are investing in the underlying asset, and the security is purchased in your name. This also applies to fractional shares.

The main difference between trading contracts for difference CFDs on stocks (Securities/shares) and direct trading on stocks (Securities/shares)/physical stocks is that when you trade a CFD you are speculating on a market's price without taking ownership of the underlying asset, whereas when you trade shares you take ownership of the underlying securities.

One implication of this is that you can take advantage of leverage when trading CFDs, meaning you'll only need to put up a fraction of the full value of the trade – the 'margin' – to gain full exposure. This will amplify any profits, but also means that can amplify any losses. When you trade shares (physical stocks not CFDs), on the other hand, you will need to pay the full cost of your position upfront so you cannot lose more than you invest.

The value of stocks can fall as well as rise, which could mean getting back less money than you originally put in.

**Securities trading service:**

**29.1.1** Clients can buy and sell shares offered on our MT5 platform, in addition to other securities that the Company may offer from time to time.

**29.1.2** The Client acknowledges that the Company acts as an agent and not a principle when providing its Clients with the securities trading services.

**29.1.3** The terms of this section only apply to trades in Real Stocks transactions made without leverage.

**29.1.4** By accepting the terms of the Agreement , the Client understands and acknowledges that when trading in non-complex products, for example , shares, the Company is not obliged to assess the appropriateness of the product or service that is provided to the Clients and in such case, you will not benefit from the protection of the CySEC rules on assessing appropriateness.

**29.1.5** Securities such as shares are held in custody.

**29.1.6** You understand and acknowledge and consent that by trading securities on our platform, you may be required to provide your any details we request and deem necessary. you consent to us sharing your identifying information to any requesting service provider and/or partners of the company.

**29.1.7** You understand that you can open a Transaction only by 'buying'. In this Client Agreement, a Transaction that is opened by 'buying' is referred to as a 'Buy' and may also, in our relationship with you, be referred to as 'long'" or 'long position'. The Client acknowledges that he/she cannot open a Transaction by selling. A Transaction that is opened by 'selling' is referred to as a 'Sell' and may also, in our relationship with you, be referred to as 'short' or 'short

position' or 'short selling'. Short Selling or borrowing/lending of securities may not be available for all physical stocks on our platform(s).

**Limitations to our securities trading service:**

**29.2.1** The Company may provide the Client factual market information and information related to any securities the Client requests. However, you acknowledge and agree that the Company is not obliged to disclose such information to you and, in case we provide this information, it does not amount to investment advice.

**29.2.2** The Company assumes no responsibility or liability of any act or omission of any third-party including but not limited to information provided by such third-party, excluding where the Company has acted negligently, fraudulently or in wilful default when appointing any related third-party.

**29.2.3** The Client understands that Trade360 trading platform is not an exchange nor a market. This implies that Clients can only place orders on the platform, and not third parties. Therefore, you acknowledge that our services are limited to you buying and selling securities on our platform. Clients cannot transfer the securities out of their Trade360 account for any purpose.

**29.2.4** The Company does not accept "US persons" (as defined by the Internal Revenue Service "IRS") Clients. If the Company permits you to trade in securities and then identify you as a US person,

We have the right to close any open positions you may have and terminate your Trade360 account with immediate effect. We may also be required to deduct US withholding tax on income and gross proceeds from your investments in listed US securities on our platform.

**29.2.5** Clients that are not a US person will be asked to complete and sign a W-8BEN form before they are accepted to trade Real Stocks listed in the US. In certain cases, we will ask you to complete a W-8BEN after you place your first transaction. If you do not return the signed and completed W-8BEN form before the date we specify, you understand and acknowledge that the Company reserves the right to sell your US shares. You are liable and obligated to inform us if you are no longer eligible for W-8BEN status.

**Risks of securities trading:**

**29.3.1** The Client understands and acknowledges that all financial products involve risk, including non-complex products, such as securities. The securities markets can be volatile and uncertain. prices of the securities can be unpredictable.

**29.3.2** Prior to the use of securities trading, kindly be aware that the trading of securities is not suitable for everyone and by acknowledging the terms of this Client Agreement, you fully understand such risks.

**29.3.3** Please refer to the General risk disclosure on our website for more information on the risks associated with our services

**Placing an order:**

**29.4.1** The Client acknowledges that if he/she places an order (whether during normal market hours or when the market is closed), Clients orders shall be executed as soon as reasonably practicable, but in certain cases there will be a delay between when we receive your order and when we are able to execute it. Where a delay occurs, you understand that the price you pay may be significantly higher or lower than you anticipated at the time you placed the order. which may or may not be to your best interest. The exchange has no obligation to accept your order and is not required to execute your order at the price that you were quoted.

**29.4.2** Each transaction you place is binding on you even where you have exceeded any limit on our platform, and you must pay any sums due on any transaction immediately once the transaction has been executed.

**29.4.3** The Client acknowledges that he/she is responsible to monitor their orders until they are confirmed or cancelled, the Company is not obliged to provide clients with explicit written notification. Kindly contact us if you are unsure about the status of an order.

**Fees and costs section:**

**29.5.1** We do not charge commissions or fees for trading securities. Unless the client engages in aggressive trading, where the Company has the right and at its own discretion to charge any account commissions due to aggressive cash equities/securities trading.

Aggressive trading (includes but is not limited to) latency arbitrage, HFT/Algo activity, and/or any trading activity that violates the Company's terms and conditions

**29.5.2** There is a cost for each transaction the Company executes for your behalf, which is called a "spread". A spread is the difference between the sell and the buy price. We will determine the total amount of spread that applies each time you place an order. We cannot provide you with an exact amount because the spread may change between the time you make an order, and the time we execute your order.

**29.5.3** The spreads which we charge can be variable due to market conditions. For example, there may be circumstances when market conditions cause spreads to widen beyond the typical spreads shown on our website and/or platform(s).



**29.5.4** We may charge you for the provision of Market Data which relates to securities.

**29.5.5** We may charge you additional fees which may be incurred in the case of delayed or failed settlement of a transaction. These charges are your responsibility and will be deducted from your account.

**Settlement:**

**29.6.1** Your security investments will settle in accordance with local markets. This is generally on a T+2 basis.

**29.6.2** When the Client trades in Real Stocks, all applicable fees, charges and taxes for that transaction will be deducted from his/her account at the time of execution of the transaction. The security will be available for sale on your account prior to settlement of the transaction and your account will reflect this. In case the transaction fails to settle, the Company may reverse the transaction, return any fees, charges, and taxes for that transaction, and amend your account to reflect the same.

**29.6.3** It is understood that there are circumstances beyond the control of the Company and hence in the event of our insolvency, you understand that you may not own the securities that you have bought on the Trade360 platform, in cases where the settlement has not yet occurred, even if the bought securities are visible as available in your Trade360 account. In these cases, you will be entitled to the amount that you paid for the securities, which will form part of your client money.

**29.6.4** The Company does not accept any liability or responsibility for any losses, costs, or expenses to the Client, as a result of any delay or change in market conditions either before we execute an order or before a transaction settles.

**Best execution:**

**29.7.1** The Company has the duty to and shall exercise due skill, care, and diligence in the selection of the financial intermediary considering the Client's best interest. you acknowledge that It is responsibility of the Financial Intermediary (hereinafter "Saxo") to select the marketplace that ensures the best possible execution for the Clients.

**29.7.2** You understand that our Financial Intermediary will execute the Client's Orders as an agent, unless otherwise confirmed. However, the Financial Intermediary is authorised to execute Client's Orders as a principal.

**29.7.3** The Financial Intermediary has the right to decline any Client's Order or terminate the Agreement or the Client's use of the facilities and services at any time in its own discretion.

**29.7.4** You accept that it may not be possible to cancel or modify an order. Any attempt to cancel or modify an order is simply a request to us to do so. Trade360 is not liable to you if we are unable to cancel or modify an order. The Client understands and agrees that, if an order cannot be cancelled or modified, he/she is bound by any execution of the original order.

**29.7.5** The Client understands and acknowledges that electronic and computer-based facilities and systems such as the mechanism used for the submission of orders in Stocks are inherently vulnerable to disruption, delay or failure and such facilities and systems may be unavailable to you as a result of foreseeable and unforeseeable events. Therefore, it is understood that the Company is not responsible for any liability under these circumstances.

**29.7.6** All Transactions are subject to rules and policies of relevant markets and clearinghouses, and the Applicable Laws and Regulations. Therefore, it is understood that the Financial Intermediary and the Company are not to be held liable for any action or decision of any exchange, market, dealer, clearinghouse, or regulator.

**29.7.7** The Client understands and acknowledges that there is no guarantee that his/her order will be executed at the best posted price for any of the following reasons:

- a) neither the Financial Intermediary nor its Affiliates may have access to every market at which a particular product may trade;
- b) other orders may trade ahead of Customer's order and exhaust available volume at a posted price;
- c) exchanges or market makers may fail to honour their posted prices;
- d) exchanges may re-route customer orders out of automated execution systems for manual handling; or
- e) exchange Rules or decisions or systems delays, or failures may prevent/cause a delay in the execution of Client's Orders, or may cause Client's order not to be executed at the best posted price.

Conflicts of interest:

**29.8.1** Please refer to the Conflict of interest Policy on the Legal Portal of our website

**Corporate actions:**

**29.9.1** Corporate events are initiatives taken up by a corporate entity that brings in a change to its stock. As a result, it may affect the securities you hold. Examples of corporate events include share consolidations, share splits, reorganisations, mergers, take-over offers (and similar),

name changes and rebranding, dividend distributions, and delisting. After we have received confirmation from our custodians that the corporate event has been completed, we will reflect the corporate event on your account.

**29.9.2** If a corporate event affects a security in your Trade360 account, we will use reasonable efforts to adjust the securities in your account in a fair way and which aligns with market practice, depending on each circumstance and according to our sole discretion, although we are not obliged to do this. Adjustments may include altering the price or quantity of securities in your account, to reflect the economic equivalent of such rights.

**29.9.3** The Company reserves the right to close out any open positions at the market price with immediate effect following a corporate event to make any required adjustments.

**29.9.4** Adjustments made to the securities in your account after a corporate event that created tax liabilities for you. The Company may deduct tax when making these adjustments, however its Clients' responsibility to satisfy these liabilities if we did not make the relevant deduction. We may claim or reclaim tax credits on dividends or other income on securities.

**29.9.5** If you are holding securities, for example, shares, which grant you the right to receive a dividend or interest payment from a company, presuming that you have held such shares prior to and on the relevant ex-dividend date, you will be paid this amount into your Trade360 account on receipt by us. Unless otherwise agreed, an interest payment or dividend paid on shares held in a custody account may be paid to the Client less any applicable default withholding tax. Trade360 is under no obligation or liability to claim back any withheld tax unless otherwise agreed by Trade360 and the Client. In case no deduction of any applicable tax was made it will be your responsibility to satisfy these liabilities.

**29.9.6** If the underlying market on which your security is traded is suspended, you will not be able to place any sell orders on those securities, and we will not be able to execute any sell orders which you have already placed on those securities until the market recommences trading. We cannot guarantee that your order will be executed immediately when the market recommences trading, and we may be required to wait until there is enough demand to buy your security.

**29.9.7** in case that a corporate event results in a fractional entitlement to part of a security, the Company will use reasonable efforts to aggregate those fractional entitlements, and sell those fractional securities and credit your account with a cash value which may be subject to certain fees and charges. However, the Company is under no obligation to do this.

**29.9.8** In case a corporate event, for example, partial redemptions, impacts some but not all products held in an Omnibus Account, we will use reasonable endeavours to allocate the products which are affected to relevant clients in a fair way and in accordance with market practice. However, the Company is under no obligation to do this.

**29.9.9** In case a security is delisted, or if an issuer of a security goes into insolvency or is dissolved, those securities held in your Trade360 account will be dealt with in accordance with the terms of the delisting, insolvency or dissolution, as applicable.

**29.9.10** The Company has the right to close out any open positions at the market price with immediate effect following a corporate event held in order to make any required adjustment (price, quantity or any other adjustment) as a result of the corporate event.

**29.9.11** The Company is under no obligation to notify you of or arrange attendance at any annual general meetings related to your securities, and/or arrange the exercise of any voting rights attaching to securities we hold on your behalf, regardless if it is exercisable at an annual general meeting or not. The company is not responsible to inform you of any class action or group litigation that is being taken concerning securities that we are holding on your behalf.

**29.9.12** In cases where corporate events impact some but not all securities held in a pooled account, the Company shall allocate the securities which are affected to relevant clients in a fair and equitable manner according to what we consider is appropriate.

**29.9.13** Where the Company holds your securities in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which have been paid or withheld at rates that are less beneficial than those that might apply if the securities were held in your own name or not pooled.

**Effect of termination:**

**29.10.1** Where you give us instructions to close your account and terminate our relationship, we will arrange for your securities to be sold as soon as reasonably possible pursuant to this Client Agreement. We will hold the funds of the sale as client money in an account in your name.

**29.10.2** The Company has the right to charge fees and any other applicable charges and taxes deemed necessary on the sale of your securities.

**29.10.3** When securities are sold, you are liable for any shortfall that may arise between the amount you invested and the amount you get back after the sale of the securities. The Company is not responsible for any shortfall that may arise. you may suffer upon the sale of your securities. Any shortfall will be borne by you.

## **PART VI – DEFINITIONS AND INTERPRETATIONS**

In this Client Agreement the following words shall have the corresponding meanings:

**Access Codes:** Your login and password given to you by us in order to have access on our Online Trading System or Website (where applicable).

**Access Data:** Your Access Codes, your Account number and any information required to make Orders with us in any way.

**Account:** Any transaction account which we may open for you on our records to allow you trade in Financial Instruments as defined below.

**Aggressive Trading:** Aggressive trading includes but is not limited to, latency arbitrage, HFT/Algo activity, and/or any trading activity that violates the Company's Terms and Conditions.

**Applicable Regulations:** (a) Rules and regulations of a relevant regulatory authority; (b) the rules of the relevant market; and (c) all other applicable laws, rules and regulations as in force from time to time in any jurisdiction.

**Application Form:** The application form completed by you to apply for our Services (via which we will obtain amongst other things necessary information for your identification and due diligence and your categorization in accordance with the Regulations).

**Balance:** The total sum on your Account after the last transaction made within any period of time.

**Base currency:** The first currency in the currency pair.

**Business Day:** Any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January.

**CFDs:** A spot and/or forward Contract for Difference on the following underlyings: Currencies (Spot FOREX), Metals, Commodities, Futures, Options, Forwards, Stocks, Indices.

**Client Agreement:** This Agreement between us and you which also includes the following documents to be found on our Website: (a) Costs and Fees, (b) Contract Specifications, (c) General Risk Disclosure.

**Client Money Rules:** The rules relating to Client money as set out by our Regulator.

**Contract Specifications:** Each lot size or each type of Underlying in a Financial Instrument offered by us as well as all necessary trading information concerning spreads, swaps, margin requirements etc, as determined by us from time to time in our Website.

**Currency of the Account:** The currency that you choose when opening an Account with us or converted into at your choice after the opening the Account.

**Currency Pair:** Consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**CySEC:** The Cyprus Securities and Exchange Commission, which is our supervisory authority.

**CySEC Rules:** The Rules, Directives, Regulations, Guidance notes of the Cyprus Securities and Exchange Commission in Cyprus.

**Financial Instrument(s):** CFDs, NDFs and Rolling Spot.

**Floating Spread:** A floating spread is a constantly changing value between the ask and bid prices. Floating spreads vary throughout the day, depending on market conditions such as supply, demand and total trading activity.

**Liquidity Providers:** The Company shall act as agent of the Client (principal) when receiving and transmitting orders. The Company will be transmitting your Orders for execution to Sirius Financial Markets PTY Ltd, a broker regulated by the Australian Securities and Investment Commission (ASIC), and Sirius Financial Markets PTY Ltd may be transmitting the orders received by us to other liquidity providers. Broker(s) or Liquidity Provider(s) are not necessarily operating in regulated markets.

**Leverage:** A ratio in respect of Transaction size and initial margin. For example, 1:200 ratio means that in order to open a position, the initial margin is two hundred times less than the Transactions size.

**Margin:** The necessary guarantee funds to open positions or to maintain open positions, as determined in the Contract Specifications for each Underlying in a Financial Instrument.

**NDFs:** Non-Deliverable Forwards and has the same meaning as CFDs.

**Nominee:** Any company as we may appoint as our Nominee from time to time, which is a member of our group whose principal function is to hold funds acquired by our Clients.

**Online Trading System:** Any software used by us which includes the aggregate of our computer devices, software, databases, telecommunication hardware, a trading platform, making it possible for you to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place/modify/delete Orders, receive notices from us and keep record of Transactions.

**Open Position:** A deal of purchase/sale not covered by the opposite sale/ purchase of the contract.

**Order:** An instruction by you to us in Financial Instruments available for Transactions on our Trading Platform.

**Overnight fee:** The fee for holding a position open overnight, whether long or short.

**Parties:** The parties to this Client Agreement - you and us.

**Pending order:** Order for buy or sell a Financial Instrument at the price different from the market price.

**Quote:** The information of the currency price for a specific Underlying of a Financial Instrument, in the form of the bid and ask prices.

**Quote Currency:** The second currency in the currency pair.

**Regulator:** The Cyprus Securities and Exchange Commission ("CySEC")

**Rolling Spot:** Has the same meaning as CFDs.

**Rules:** Laws, articles, regulations, directives, procedures and customs as in force from time to time.

**Scalping:** refers to the opening and closing of a position within seconds. We have a one minute minimum time interval between opening and closing trades.

**Services:** The services provided by us under this Client Agreement as specified in Section 3.

**Slippage:** This term refers to the difference between the expected price and the price at which the trade is actually executed.

**Spread:** The difference between the ask and the bid prices of an Underlying in a Financial Instrument at that same moment.

**Stop-Loss:** means an offer to close a transaction at a price determined in advance by the Client which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is lower than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is higher than the opening transaction price.

**Stop-Out:** Situation when we execute the right to close all your open positions at current market price or the last available price and your equity divided by balance falls below the stop-out level specified for your account type.

**Swap or Rollover:** The interest added or deducted for holding a position open overnight.

**Swap Rates:** The rate of the fixed portion of a swap, at which the swap will occur for one of the parties entering into a Financial Instrument.

**Take Profit:** means an offer to close a transaction at a price determined in advance by the Client which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is higher than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is lower than the opening transaction price.

**Trade Confirmation:** A message from us to you confirming the transmission for execution of your Order.

**Trading Signals:** A trading signal is a suggestion for entering a trade on a financial instrument, usually at a specific price and time. Trading signals are created by applying technical analysis to the chart of a financial instrument. The analysis highlights points in the price action where a trader could enter or exit a position.

**Transaction:** Any dealing in a Financial Instrument.

**Underlying:** Forward and/or futures contracts on Currencies (Spot FOREX), Metal, Commodities, Futures, Options, Forwards, Stocks, Indices.

**We (our, us):** Trade360 is a brand operated by Crowd Tech Ltd.

**Website:** www.trade360.com or any other Website of the Company's trade names, as we may from time to time notify you.

**You:** The Client(s) who is (are) the holder(s) of the Account.

**Your Information:** Any information that we receive from you or otherwise obtain which relates to you, your Account or our provision or your use of the Services.

This is the latest version of the Terms & Conditions and historic versions can be obtained by [contacting us](#).