

## TRADING ACCOUNT AGREEMENT

### **1. Introduction**

1.1. INVESTAGO (hereinafter „Investago“) is registered brand name of the company WONDERINTEREST TRADING LTD.

This Trading Account Agreement is entered by and between WONDERINTEREST TRADING LTD (hereinafter called the “Investment Firm” or “us”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Investment Firm as a Client (hereinafter called the “Client” or “you”), on the other part.

1.2. The Investment Firm is authorised and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (hereinafter called “CIF”) to offer certain Investment Services under the Investment Services and Activities and Regulated Markets Law of 2017 L.87(I)/2017 (hereinafter called the “the Law”), with CIF license number 307/16. It is registered in Cyprus under the Companies Law, with registration number HE 332830. Its registered office is 176 Makariou III Avenue, Paschalis Court, Office 201, 3027, Limassol, Cyprus.

1.3 The Investment Firm is authorised to offer the following investment services to its clients: i) reception and transmission of orders; ii) investment advice; iii) execution of orders on behalf of clients. The Investment Firm is authorised to offer the following ancillary services in relation to the provided investment services: i) Safekeeping and administration of financial instruments, ii) Foreign exchange services, iii) Investment research and financial analysis.

1.3.1 Reception and transmission of orders from retail clients residing in Czech Republic is provided through the Investment Firm’s tied agent(s) registered in Czech Republic in a manner required by the laws of the Czech Republic.

1.4. This Trading Account Agreement together with its Appendix 1 and any other Appendices added thereto and the following documents which are found on the Website of the Investment Firm in the Regulation Section, as amended from time to time: “Website Use”, “Privacy Notice”, “Client Categorisation Policy”, “Investor Compensation Fund Notice”, “Conflicts of Interest Policy”, “Order Execution Policy”, “Risk Disclosure and Warnings Notice “Complaints Procedure” (hereinafter all called together the “Agreement”) set out the terms and conditions upon which the Investment Firm will offer Services to the Client. In addition, the various documents above set out the matters which the Investment Firm is required to disclose to the Client under the Applicable Regulations.

1.5. The Agreement subsides any other agreements, arrangements, express or implied statements made by the Investment Firm or any Introducer(s).

1.6. The Agreement shall be binding upon and shall ensure to the benefit of the Parties and their permitted successors and assignees.

### **2. Interpretation of Terms**

2.1. In this Agreement:

“**Abusive Trading**” shall include any of the following actions such as, but not limited to pip-hunting (trades under 1 minute), placing “buy stop” or “sell stop” Orders prior to the release of news relevant to the Underlying Market or Asset, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Platform, a combination of faster/slower feeds, abuse of the cancellation of trades feature available on the Platform (Abuse of the Cancellation feature will be considered as an abuse if the Client cancelled positions accede 20% of the number of executed trades from its last 25 positions) or use (without the prior and written consent of the Investment Firm) of any robots, spiders or other automated data entry system with the Platform, use of any software which applies artificial intelligence analysis to the Investment Firm’s systems and/or Platform(s) and/or Client Account.

“**Access Data**” shall mean the Login and Password of the Client, which are required so as to have access on and use the Platform(s).

“**Account Opening Application Form**” shall mean the application form/questionnaire completed by the Client in order to apply for the Investment Firm’s Services under this Agreement and a Client Account, via which form/questionnaire the Investment Firm will obtain amongst other things information for the Client’s identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

“**Agreement**” shall mean this “Trading Account Agreement” together with its Appendix 1 and any other Appendices added thereto and the following documents which are found on the Website of the Investment Firm in the Regulations Section “Website Use”, “Privacy Notice”, “Client Categorisation Policy”, “Investor Compensation Fund Notice”, “Conflicts of Interest Policy”, “Order Execution Policy”, “Risk Disclosure and Warnings Notice “Complaints Procedure” as amended from time to time.

“**Applicable Regulations**” shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Investment Firm ; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Cyprus or of the European Union.

“**Authorised Representative**” shall mean the person of paragraph 27.4. of this Trading Account Agreement.

“**Automatic Orders**” shall mean all Orders set automatically by following/copying the trading activity of a Signal Provider.

“**Balance**” shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

“**Base Currency**” shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“**Bid Ask Spread**” is difference between Ask (sell/offer) price and bid (buy/purchase) of a security or derivative. Ask shall mean the higher price in a Quote at which the Client may buy (go long). Bid shall mean the lower price in a Quote at which the Client may sell (go short).

“**Business Day**” shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Investment Firm’s Website.

“**Client Account**” shall mean the unique personalised account of the Client by the Company and its Counterparty consisting of all Completed Transactions, Open Positions and Orders in the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

“**Closed Position**” shall mean the opposite of an Open Position.

“**Completed Transaction**” in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

“**Contract for Difference**” (“CFD”) shall mean a contract, which is a contract for difference by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

“**Contract Specifications**” shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Investment Firm from time to time. These are found on the Platform and/or the Website.

“**Currency of the Client Account**” shall mean the currency that the Client Account is denominated in, which may be Euro and US Dollar, or any other currency as offered by the Investment Firm from time to time.

“**Currency Pair**” shall mean the object or Underlying Asset of a CFD based on the change in the value of one currency against the other. A 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**” shall mean the Cyprus Securities and Exchange Commission, which is the Investment Firm’s supervisory authority.

“**CySEC Rules**” shall mean the Rules, Directives, Regulations, Guidance notes, opinions or recommendations of CySEC.

“**Difference**” shall mean the difference in price upon the opening of a Transaction and the closing of such Transaction.

“**Equity**” shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

“**Essential Details**” shall mean the required details in order for the Investment Firm and its Counterparty to be able to place the Order for example but not limited to the type of Financial Instrument, the type of Order, the Direction (Buy or Sell), the volume, type of Underlying Asset, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

“**Event of Default**” shall have the meaning given in paragraph 10.1. of this Trading Account Agreement.

“**Expert Advisor**” shall mean a mechanical online trading system designed to automate trading activities on the Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Client Account automatically managing all aspects of trading operations from sending Orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

“**Execution Venue**” shall mean the entities with which the Orders are placed for final execution (i.e. are completely filled). An «execution venue» means a regulated market (e.g. stock exchange), a multilateral trading facility, a systematic internaliser or a market maker or another liquidity provider or an entity performing in a third country a function similar to any of the abovementioned

“**Financial Instrument**” shall mean the Financial Instruments under the Investment Firm’s CIF license which can be found in the Appendix 3 “Company Legal Information”. It is understood that the Investment Firm does not necessarily offer all the Financial Instruments which appear on its CIF license but only those marketed on its Website, from time to time.

“**Floating Profit/Loss**” in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

“**Force Majeure Event**” shall have the meaning as set out in paragraph 20.1. of the Trading Account Agreement.

“**Free Margin**” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as:  $Equity \text{ less (minus) Necessary Margin}$  [Free margin =  $Equity - Necessary Margin$ ].

“**Hedged Margin**” for CFD trading shall mean the necessary amount of money required by the Investment Firm so as to open and maintain Matched Positions.

“**Initial Margin**” for CFD trading shall mean the necessary amount of money required by the Investment Firm so as to open a position.

“**Introducer**” shall have the meaning as set in paragraph 27.1. of this Trading Account Agreement.

“**Investment Services**” shall mean the Investment Services under the Investment Firm’s CIF license which can be found in the Appendix 3 “Company Legal Information”.

“**Leverage**” for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

“**Long Position**” for CFD trading shall mean a buy position that appreciates in value if Underlying Market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“**Lot**” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

“**Lot Size**” shall mean the number of Underlying Assets in one Lot of a CFD.

“**Maintenance Margin**” shall mean the necessary guarantee funds so as to maintain an Open Position.

“**Management Fee**” shall mean a fee for holding an open position in Physical Stocks. This fee will be charged at the end of each business day and each Wednesday the fee will be tripled.

“**Margin**” shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

“**Margin Call**” shall mean the situation when the Investment Firm informs the Client to deposit additional funds when the Client does not have enough Margin to open or maintain Open Positions.

“**Margin Level**” for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

“**Margin Trading**” for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

“**Matched Positions**” for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

“**Necessary Margin**” for CFD trading shall mean the necessary margin required by the Investment Firm so as to maintain Open Positions.

“**Normal Market Size**” for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Investment Firm for execution.

“**Open Position**” shall mean any Long Position or a Short Position which is not a Completed Transaction.

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

“**Parties**” shall mean the parties to this Agreement –i.e. the Investment Firm and the Client.

“**Platform**” shall mean the electronic mechanism operated and maintained by the Investment Firm, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

“**Professional Client**” shall mean a “Professional Client” for the purposes of CySEC Rules, as specified in the Client Categorisation Policy.

“**Prohibited Action**” shall mean the actions as set out in Appendix 2 Trading Terms

“**Retail Client**” shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in the Client Categorisation Policy.

“**Robot**” shall mean an automated trading software that trades automatically CFDs.

“**Order Level**” for CFD trading shall mean the price indicated in the Order.

“**Quote**” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

“**Quote Currency**” shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“**Quotes Base**” in relation to CFD trading shall mean Quotes Flow information stored on the Server.

“**Quotes Flow**” shall mean the stream of Quotes in the Platform for each CFD.

“**Retail Client**” shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in the Client Categorisation Policy.

“**Robot**” shall mean an automated trading software that trades automatically the CFDs.

“**Services**” shall mean the services to be offered by the Investment Firm to the Client under this Agreement, as set out in paragraph 6.1. of this Trading Account Agreement.

“**Short Position**” for CFD trading shall mean a sell position that appreciates in value if Underlying Market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“**Physical Shares**” shall mean equity investments that represent ownership in a company that are traded on the major stock exchanges.

“**Signal Provider**” shall mean a person who has agreed to provide the Investment Firm with information about his trading, which may be followed by other Clients via the Automatic Orders.

“**Slippage**” shall mean the difference between the expected price of a Transaction in a CFD and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

“**Spread**” for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

“**Swap or Rollover**” for CFD trading shall mean the interest added or deducted for holding a position open overnight.

“**Terms**” and/or Trading Terms” mean Terms of Business governing all the actions that relate to the execution of the Client’s trades.

“**Trailing Stop**” in CFD trading shall mean a stop-loss Order set at a percentage level below the market price - for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

“**Transaction**” shall mean any CFD or Physical Share transaction arranged for execution on behalf of the Client under this Agreement.

“**Transaction Size**” for CFD trading shall mean Lot Size multiplied by the number of Lots.

“**Underlying Asset**” shall mean the object or underlying asset in a CFD which may be Currency Pairs, Futures, Metals, Equity Indices, Stocks and Commodities. It is understood that the list is subject to change and Clients must refer each time on the Platform.

“**Underlying Market**” shall mean the relevant market where the Underlying Asset of a CFD is traded.

“**Website**” shall mean the Investment Firm’s website at or <https://www.Investago.com/> and any other website as the Investment Firm may maintain as its brands.

“**Written Notice**” shall have the meaning set out in paragraphs 17.3. and 17.4. of the Trading Account Agreement.



2.2. Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.3. Paragraph headings are for ease of reference only and shall not affect interpretation of this Agreement.

2.4. Capitalized terms used herein that are not defined herein shall have the meaning set out in the CySEC Rules.

2.5. Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

### **3. Application and Commencement**

3.1. Before entering into the Trading Account Agreement, the Client is subject to Account opening procedure. The procedure requires the fulfilment and submission of the Account Opening Application Form, including the provision of required documentation. The Investment Firm will send a notice to the Client informing him whether he has been accepted as a Client of the Investment Firm. The Investment Firm reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

3.2. The Agreement shall come into effect and commence upon the Client's reception of (i) a notice sent by the Investment Firm informing the Client that he has been accepted as the Investment Firm Client or that a Client Account has been opened for him, and/or (ii) any other affirmation and/or action that led to opening of a Client Account.

### **4. Client Categorisation**

4.1. According to Applicable Regulations, the Investment Firm implemented the policy to categorize its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. The Client shall be categorized based on the information provided by the Client in his Account Opening Application Form and according to the method of categorisation as this method is explained under the Client Categorisation Policy. By accepting this Agreement, the Client accepts application of such method. The Investment Firm will inform the Client of his categorization according to Applicable Regulations. The Client has the right to request different categorization. Categorization as a Retail Client offers greater protection. Retail Clients are entitled to more detailed information under Applicable Regulations. The Investment Firm cannot enter into title transfer financial collateral arrangements with Retail Clients. Remuneration practices which could provide an incentive to the Investment Firm's staff to recommend a particular financial instrument to a Retail Client when the Investment Firm could offer a different financial instrument which would better meet that Client's needs are also prohibited. In the case of Professional Clients and Eligible Counterparties, the Investment Firm may agree to provide more limited information as provided by Applicable Regulations.

4.2. The Client categorisation depends on the accuracy, completeness and correctness of the information provided by the Client in his Account Opening Application Form and the Client has the responsibility to immediately notify the Investment Firm in writing if such information changes at any time thereafter.

4.3. The Client acknowledges that the Investment Firm has the right to review the Client's categorisation and change his categorisation if this is deemed necessary (subject to Applicable Regulations).

### **5. Assessment**

5.1. Trading with Financial instruments bears many risks that may lead to loss of all investment if the risk is not managed properly. It is very demanding for the experience, diligence and awareness. In providing the

Services of Reception and Transmission and Execution of Client Orders, the Investment Firm is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge, experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, ability to bear losses and risk tolerance, so as to enable the Investment Firm to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge, experience, ability to bear losses and risk tolerance or where he provides insufficient information regarding his knowledge, experience, ability to bear losses and risk tolerance, the Investment Firm will not be able to determine whether the service or Financial Instrument is appropriate for him. The Investment Firm is entitled, at its sole discretion, to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever it deems necessary. The Investment Firm shall assume that information about his knowledge, experience, ability to bear losses and risk tolerance provided from the Client to the Investment Firm is accurate and complete and the Investment Firm shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Investment Firm will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Investment Firm of such changes.

5.2. In providing the Investment Service of Investment Advice, the Investment Firm is obliged under Applicable Regulations to seek information from a Client or potential Client (for example via the Client Account Application Form) regarding the Client's knowledge, experience in the investment field relevant to the specific type of Financial Instrument or service, as well as his financial situation including his ability to bear losses and his investment objectives including his risk tolerance, so as to be able, based on this information, to recommend to the Client the investment services and the Financial Instruments that are suitable for him/her (suitability test) and, in particular, that are in accordance with his risk tolerance and ability to bear losses. If the Investment Firm will provide the Investment Services of Investment Advice by recommending a package of bundled services or products, it will ensure that the overall bundled package is suitable for the Client and to enable the Investment Firm to act in the Client's best interest. The Investment Firm is entitled, at its sole discretion, to request additional information regarding the Client or/and to request an update of the data notified by the Client, whenever it deems this necessary. The Investment Firm shall assume that information provided from the Client to the Investment Firm is accurate and complete and the Investment Firm shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Investment Firm will be deemed to have performed its obligations under Applicable Regulations unless the Client has informed the Investment Firm of such changes.

## **6. Services**

6.1. This Agreement covers the provision of the following investment Services from the Investment Firm to the Client:

- a) Reception and transmission of orders of the Client in Financial Instruments offered by the Investment Firm,
- b) Investment advice,
- c) Execution of orders on behalf of the Client(s),

and the following ancillary services in relation to the provided investment services:

- a) Safekeeping and administration of financial instruments, including custodianship and related services
- b) Foreign exchange services where these are connected to the provision of investment services
- c) Investment research and financial analysis or other forms

6.2. The Client shall be able to manage orders manually himself after he is provided with access to the platform.

6.3. Based on the Client categorization and on the Applicable Regulation, some Services (6.1) may not be available to specific Clients.

6.4. Trading in CFDs, as a specific type on Financial instrument does not contain the delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

6.5. It is hereby agreed and understood that the Investment Firm reserves the right to reject a Client's request to trade in both CFDs and other Financial instruments and to allow such Client only to trade other Financial instruments than CFDs.

## **7. Advice and Commentary**

7.1. The Investment Firm will not give the Client any form of Investment Advice unless specifically requested by the Client and agreed between the Parties in writing, Handling of Client's Account, placing Orders and taking relevant decisions is completely based on Client's own judgement.

7.2. The Investment Firm does not provide any legal, tax or other advice relating to any Transaction. It is recommended to the Client to seek independent advice before entering into a Transaction.

7.3. The Investment Firm as a subject active on financial markets has a team of analytics who continually and closely watch and analyse the current conditions, news and prognosis, therefore it may have the relevant information regarding financial markets. The Investment Firm may, from time to time and at its sole discretion, provide the Client with information, recommendations, news, market commentary or other information (hereinafter called "Information") which shall not be considered as part of its Services to the Client. The Information may also be posted to its Website and/or provided to in the form of a newsletter to all its subscribers. Where it does so:

- a) This Information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- b) The Investment Firm will not be responsible for such Information. The Investment Firm gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such Information or as to the tax or legal consequences of any related Transaction.
- c) If the Information contains a restriction on the person or category of persons for whom that Information is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- d) The Client accepts that prior to dispatch, the Investment Firm may have acted upon it itself to make use of the information on which it is based. The Investment Firm does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such Information at the same time as other Clients.

7.4. Due to the endlessly evolving market conditions, the market commentary, news, or other Information provided or made available by the Investment Firm to the Client are subject to change and may be withdrawn at any time without notice.

## **8. Platform**

8.1. The access and use of the Investment Firm's Platform is unavailable without compatible technological equipment, at least personal computer/ mobile phone / tablet, internet access and telephone. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

8.2. Financial information transmitted during the sessions on Platform are very sensitive for the security of connection and devices. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Investment Firm . The Client further undertakes to protect the Investment Firm from



any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.

8.3. The Investment Firm will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Investment Firm shall not be liable.

8.4. The Investment Firm hereby excludes the liability for any such disruptions or delays or problem in any communication experienced by the Client when using the Investment Firm's Platform(s).

8.5. The use of the Platform is considered binding. Orders with the Investment Firm are placed on the Investment Firm's Platform(s), with the use of access data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Investment Firm will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.

## **9. Execution of Client's Orders**

9.1. Wonderinterest Trading Ltd provides the investment service of Execution of Orders in line with its Order Execution Policy.

9.4 In the case where the Client is a legal person it is obliged to obtain a legal entity identifier from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client will not (where provided by Applicable Regulations) be able to execute any Transactions with the Investment Firm if it does not possess a legal entity identifier.

## **10. Events of Default**

10.1. "Event of Default" is constituted by:

- a) The failure of the Client to perform any obligation due to the Investment Firm .
- b) The Client is unable to pay the Client's debts when they fall due.
- c) Where any representation or warranty made by the Client in paragraph 22 is or becomes untrue.
- d) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- e) Any other circumstance where the Investment Firm reasonably believes that it is necessary or desirable to take any action set out in paragraph 10.2. of this Trading Account Agreement.
- f) An action set out in paragraph 10.2 of this Agreement is required by a competent regulatory authority or body or court.
- g) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- h) The Client involves the Investment Firm in any type of fraud or illegality or breach of Applicable Regulations or the Investment Firm and/or its is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- i) In cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Investment Firm .
- j) If the Investment Firm suspects that the Client is engaged in money laundering activities or terrorist financing or card fraud or other criminal activities.

- k) The Investment Firm reasonably suspects that the Client performed a Prohibited Action as set out in Appendice 2 Trading Terms.
- l) The Investment Firm reasonably suspects that the Client performed Abusive Trading.
- m) The Investment Firm reasonably suspects that the Client opened the Client Account fraudulently.
- n) The Investment Firm reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

10.2. If an Event of Default occurs the Investment Firm may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- a) Terminate this Agreement immediately without prior notice to the Client.
- b) Cancel any Open Positions.
- c) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s) or suspend the Cancellation feature of the Platform.
- d) Reject or Decline or refuse to transmit or execute any Order of the Client.
- e) Restrict the Client's trading activity.
- f) In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country.
- g) Cancel of profits gained through Abusive Trading or the application of artificial intelligence as well as robots in the Client Account or through the performance of a Prohibited Action as set out in Appendix 2 Trading Terms
- h) Take legal action for any losses suffered by the Investment Firm.

## **11. Trade Confirmations and Reporting**

11.1. The usage of the Investment Firm's Services is subject to reporting requirements. The Investment Firm shall provide the Client with adequate reporting on his Orders. For this reason, the Investment Firm will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with CySEC Rules and Applicable Regulations in regard to client reporting requirements.

11.2 The Investment Firm will promptly provide the Client with the relevant information regarding the execution of his Order.

11.3 The Investment Firm will send a notice to the client as provided by Applicable Regulations confirming execution of the Order as soon as possible and no later than the first business day following execution or, where the confirmation is received by the Investment Firm from a third party, no later than the first business day following receipt of the confirmation from the third party. Such notification will include the information provided in Applicable Regulations other than the following information which is common to all Orders:

- a) [Investment Firm identification]
- b) [Trading Date]
- c) [Type of the Order]
- d) [Instrument Identification]
- e) [Nature of the order, e.g. buy/sell]
- f) [the quantity, the unit price and the total consideration]
- g) [the total sum of commissions and expenses]

11.4 The Client may request the information about the status of his order, upon which the Investment Firm will supply him with such an information.

11.5. If the Client has a reason to believe that a report / trade confirmation is wrong or if the Client does not receive a report / trade confirmation when he should, the Client shall contact the Investment Firm within ten (10) Business Days from the date report / trade confirmation of the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

11.6 The Investment Firm will, depending on the Transaction and on whether it should be reported under Applicable Regulations, report the Transactions to the competent authority as provided by Applicable Regulations as quickly as possible and no later than the close of the following Business Day.

11.7 The Investment Firm will publish annually the information required in regard to Execution Venues as required by Applicable Regulations in a machine-readable electronic format, available for downloading by the Client.

## **12. Client Money Handling Rules**

### **12. Client Money Handling Rules**

12.1. Clients shall deposit funds with the Investment Firm.

The Investment Firm is authorized to provide the ancillary service of Safekeeping and administration of financial instruments, including custodianship and related services.

According to Applicable Regulations, the Investment Firm shall:

- a. promptly place any Client money it receives into one or more segregated account(s).
- b. exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institutions funds are kept with and the arrangements for holding of Client money.
- c. shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
- d. shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
- e. shall at all times keep Client money segregated from its own money;
- f. shall not use Client money in the course of its own business;
- g. shall take the necessary steps to ensure that Client money deposited with a financial institution (according to paragraph 12.1 of this Trading Account Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Investment Firm;
- h. shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client' money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.

## **13. Deposits and Withdrawals**

13.1. The Client is authorized to deposit funds into the Client Account at any time after this Agreement became effective. Deposits might be made via the methods and in the currencies generally accepted by the Investment Firm. The detailed information about deposit options is shown on the Investment Firm's Website.

13.2. The Investment Firm is authorized to request the Client at any time any evidence to assess the source of funds deposited into the Client Account. The Investment Firm shall have the right to reject a deposit of the Client if the Investment Firm is not duly satisfied as to the legality of the source of funds.

13.3. If the Client makes a deposit, the Investment Firm shall credit the relevant Client Account with the relevant amount actually received within one (1) Business Day following the amount is cleared in the bank account of the Investment Firm.

13.4. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Investment Firm and request to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Investment Firm with the requested documents and certificates.

13.5. Upon satisfying the terms and conditions set out in the Agreement, the Investment Firm shall execute withdrawals of Client funds from the Client Account upon the Investment Firm receiving a duly filled and signed withdrawal form (“Withdrawal Form”) in the method accepted by the Investment Firm.

13.6. The Investment Firm shall process the payment of the requested withdrawing amount as soon as possible but no later than the next Business Day following the submission of the Withdrawal Form, provided and only if the following requirements are met:

- a) the withdrawal instruction is submitted in a Withdrawal Form, i.e. a form prescribed and accepted by the Investment Firm and which includes all required information, including all mandatory fields in the Withdrawal Form are filled in;
- b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account provided that such bank account belongs to the Client;
- c) the Client has signed the Withdrawal Form and the signature of the Client on the Withdrawal Form corresponds almost exactly to the signature of the Client on his/her official ID document, passport or any other officially verified document accepted by the Investment Firm;
- d) At the moment of payment, the Client has sufficient funds in the Client Account and processing of such request will not result in a Client receiving a Margin Call.
- e) there is no Force Majeure event which prohibits the Investment Firm from effecting the withdrawal.

In case any of the above-mentioned conditions have not been met, the Investment Firm shall at its sole discretion take any necessary actions to ensure that (i) the identity of the Client is appropriately verified, (ii) the transfer is effected to the account that belongs to the Client, (iii) the Client has sufficient funds in his Client Account in order to maintain all Open Positions. All such necessary actions shall be processed in a reasonable time, which may exceed the time period set out in paragraph.

13.7. The Client acknowledges that payments from/ withdrawals to anonymous or third party accounts will not be accepted.

13.8. Withdrawal request might be reasonably declined by the Investment Firm, when the Client asks for specific transfer method and the Investment Firm has the right to suggest an alternative.

13.9. All payment and transfer charges of third parties will be borne by the Client and the Investment Firm shall debit the relevant Client Account for these charges.

13.10. Withdrawals might be subject to withdrawal fees. The applicable fees may be found on the Investment Firm’s Website.

13.11. The Client may send the request for internal transfer of funds to another Client Account held by him with the Investment Firm. Internal transfers shall be subject to the Investment Firm’s policy from time to time.

13.12. Mistakes made by the Investment Firm during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer the Investment Firm may be unable to correct the mistake and the Client may have to bear the loss.

#### **14. Chargeback Policy**

14.1. In case of any problem with the funds, the Client undertakes to contact Investment Firm with the aim to resolve the problem, before requesting a chargeback from bank or credit card provider at any time while or after using Services. A chargeback in breach of the foregoing obligation is a material breach of this Agreement.

14.2. All fraud including credit card fraud will not be accepted by the Investment Firm and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on the Investment Firm will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

14.3. The Investment Firm has systems installed to monitor fraudulent activities and any transactions that are detected are immediately cancelled along with any Orders associated with the transaction.

14.4. Any chargebacks made against Investment Firm will be regarded as fraudulent if no attempt is made by the Client to help solve any issues related to a deposit. All unnecessary chargebacks result in costs for the Investment Firm and therefore:

- a) When suspicious activity relating to any deposit is detected by the Investment Firm, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to the Client Account will also be temporarily prohibited in order to reduce the Client's exposure to risk.
- b) All reviews are generally completed within one (1) Business Day; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by the Investment Firm's compliance department. As a backup precaution, the Investment Firm may also make direct contact with the Client. The deposit will be immediately cancelled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk. In addition, it is at the Investment Firm's sole discretion to close any (and all) of the Client Accounts in such cases. Any active Orders will be cancelled immediately if associated with the same fraudulent credit card and/or Client Account.
- c) Any charges that are made against the Investment Firm and result as inconclusive will be passed to a third party agency for collection and the appropriate credit bureaus will be informed of the Client's actions; in some countries this may lead to the Client's credit rating being affected for a number of years. Once the case reaches this stage, no settlement of the Client's debt will be accepted, the Investment Firm will only accept full payment. The Client's local police department will also be informed and all necessary action will be taken as allowed by law.
- d) In addition, the Investment Firm will exercise its right to block the Client's access to the Platform and close the Client Account. Consequently, any profits or revenues may be seized and the Investment Firm reserves the right to inform any third party. The Investment Firm is continually developing its tools to monitor any fraudulent activity and any cases from such activity will be decided on a case by case basis and any decision made shall be final and non-negotiable.
- e) The Investment Firm reserves the right to deduct the disputed amount until any investigation is completed.

14.5. Fraud is taken very seriously by the Investment Firm, all IP addresses are monitored and logged and any fraudulent chargebacks will be investigated fully under the law.

## **15. Fees, Taxes and Inducements**

15.1. The Investment Firm reserves the right to change its fee at any time with prior notice of three (3) Business Days. The up-to-date Fee structure of the Investment Firm can be located here: <https://www.investago.com/> in the Section Regulation. The Client should refer to the aforementioned link regularly for any updates.

15.2. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports to which the Client is subject to according to the Applicable Regulation, arising out of or in connection with his trading activity with the Investment Firm hereunder.

15.3. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

15.4. Should the Investment Firm pay or receive any fees, costs or inducements for the introduction of the Client or associated with trading in CFDs or Physical Shares, it shall notify the Client according to Applicable Regulations.

15.5. Before the Client places any Orders with the Investment Firm the Client should refer to the prices, charges and spreads and Maintenance Fee or Swaps and Management Fee published on the Website, which are binding on both Parties. From time to time, the Investment Firm, in its absolute discretion, may offer lower prices or



spreads than the ones published on the Website at that time. The Client will be informed ex-ante and ex-post about the costs and associated charges and Maintenance Fee related to trading in CFDs and Physical Shares as provided by Applicable Regulations. The Client will also be informed of the applicable prices, charges, Maintenance Fee and spreads and any terms and conditions. This does not affect the commitment of the Investment Firm to offer the same level and quality of service to all Clients.

## **16. Language**

16.1. The Investment Firm's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Investment Firm, and its activities including the Agreement. Translation or information provided in languages other than English is for informational purposes only and does not bind the Investment Firm or have any legal effect whatsoever, the Investment Firm having no responsibility or liability regarding the correctness of the information therein.

## **17. Communications and Written Notices**

17.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Investment Firm by the Client under the Agreement (other than Orders) shall be sent to the Investment Firm's address below (or to any other address which the Investment Firm may from time to time specify to the Client for this purpose) by email, , post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Investment Firm at:

Address: 176 Makariou III Avenue, Paschalis Court, Office 201, 3027, Limassol, Cyprus

Email: [support@investago.com](mailto:support@investago.com)

17.2. In order to communicate with the Client, the Investment Firm may use any of the following methods: email, Platform's internal mail, telephone, post, commercial courier service, air mail or the Investment Firm's Website.

17.3. The following methods of communication are considered as Written Notice from the Investment Firm to the Client: email, Platform's internal mail, post, commercial courier service, air mail or the Investment Firm's Website.

17.4. The following methods of communication are considered as Written Notice from the Client to the Investment Firm: email, post, commercial courier service or air mail.

17.5. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:

- a) If sent by email, within one (1) hour after emailing it and provided the email has left from the Investment Firm's outlook.
- b) If sent by the Platform's internal mail, immediately after sending it.
- c) If sent by telephone, once the telephone conversation has been finished.
- d) If sent by post, three (3) Business Days after posting it.
- e) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.
- f) If sent by air mail, eight (8) Business Days after the date of their dispatch.
- g) If posted on the Investment Firm Webpage, within one (1) hour after it has been posted.

17.6. In order to communicate with the Client, the Investment Firm will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Investment Firm immediately of any change in the Client's contact details.

17.8. The Client shall be able to call the Investment Firm within its normal working hours. The Investment Firm may contact the Client outside its normal working hours.

17.9. Orders shall only be placed on the Platform or via phone.

## **18. Personal Data, Confidentiality, Recording of Telephone Calls and Records**

18.1. The Investment Firm may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

18.2. As part of the Investment Firm's client account opening procedures and ongoing obligations, it needs to abide with the legislative framework currently in place with the Cyprus Securities and Exchange Commission ('CySEC'). Specifically, the Investment Firm shall comply with its legal obligations under the AML Law (Law 13(I)/2018), as amended, and the AML Directive (CySEC's Directive for the Prevention and Suppression of Money Laundering and Terrorist Financing) for the establishment of the Client's economic profile and prevention of money-laundering as well as abide with the relevant record keeping obligations under the European Commission Delegated Regulation (EU) 2017/565 ('Delegated Regulation') and Law 87(I)/2017 for establishing the suitability and appropriateness of each Client based on the services offered by each CIF (Suitability & Appropriateness Tests) and recordings of telephone conversations, client transactions, FATCA and CRS.

18.3. Further and detailed information regarding the processing and protection of personal data by Investment Firm is to be found on the Website in Section Regulation, in Data Protection Policy. The Investment Firm process personal data in accordance with the Law providing for the Protection of Natural Persons with regard to the Processing of Personal Data and for the Free Movement of such Data of 2018 (Law 125(I)2018) as this may be amended and/or supplemented and/or replaced from time to time and the Regulation (EU) 2016/679 (General Data Protection Regulation – "GDPR")

18.4. By entering to this Agreement, you understand and consent that you may be contacted by phone, or email by the Investment Firm and/or its Tied Agents in respect to:

- a) The services provided to you;
- b) The examination of the service quality;
- c) The improvement of the services provided to you;
- d) The provision of any kind of support related to the services offered by the Investment Firm;
- e) The provision of information related to the financial markets;
- f) The promotion of existing and new services offered by the Investment Firm;
- g) The provision of information related to the financial services offered (e.g. updates/changes to the trading conditions such as swaps, spreads, rollovers etc).

18.5. By entering into this Agreement, you understand and consent that your personal data will be kept, stored and processed for business statistical purposes.

18.6. The Investment Firm has automated solutions in respect to the Account opening procedure, specifically during the Appropriateness and Suitability Test. The systems are constituted by a scoring system and are calculating the results automatically. By entering into this Agreement, you understand and consent that those Tests are automated and based on your answers, the Investment Firm may reject you as a client and/or refuse trading on a specific financial instrument.

18.7. Telephone conversations and communications between the Client and the Investment Firm as well as well as internal communications which relate to the Client's affairs and/or Transactions and/or Orders are recorded and kept by the Investment Firm and such recordings and communication will be the sole property of the Investment Firm. The Client accepts such recordings or communication as conclusive evidence of the Orders or conversations so recorded. A copy of such recordings and communications as well as internal communications which relate to the Client's affairs and/or Transactions and/or Orders will be available on

request by the Client for a period of five (5) years and where requested by CySEC for a period of up to seven (7) years.

18.8(a) The Investment Firm, its Tied Agents, and other associates do not consent to the reciprocal recording by Clients of any of their conversations with employees of the Investment Firm, its Tied Agents, and other associates.

18.9. The Client accepts that the Investment Firm may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, email, or post.

18.10. The Company reserves the right to protect its trade secrets including those communicated or presented to the Client.

## **19. Amendment of the Agreement**

19.1. The Investment Firm may upgrade the Client Account, the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.

19.2. The Investment Firm may also change any terms of the Agreement (which includes this Trading Account Agreement and its Appendix “Website Terms of Use”, “Data Protection Policy”, “Client Categorisation Policy”, “Investor Compensation Fund Notice”, “Conflicts of Interest Policy”, “Order Execution Policy”, “General Risk Disclosure”, “Complaints Procedure”) for the reasons specified in the Trading Terms of Business and Conditions.

19.3. As long as the Client is able to end the Agreement without charge, the Investment Firm may change any of the terms of the Agreement for any reason not listed under paragraph 19.2. of this Trading Account Agreement.

19.4. For any change made according to paragraphs 19.2. and 19.3., the Investment Firm shall provide the Client with advanced Written Notice of at least ten (10) Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately.

19.5. When the Investment Firm provides Written Notice of changes under paragraphs 19.2 and 19.3. of this Trading Account Agreement it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Investment Firm that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until then.

19.6. Notwithstanding any other paragraph herein, the Investment Firm shall have the right to review its costs, fees, charges, Maintenance Fee, commission, financing fees, swaps, trading conditions, execution rules, roll over policy and trading times, on the Investment Firm’s Website and/or Platform, from time to time. Such changes shall be affected on the Website and/or the Platform and the Client is responsible to check for updates regularly.

19.7. The Investment Firm shall have the right to review the Client’s Categorization, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect by providing the Client with advance notice of at least ten (10) Business Days. Notwithstanding paragraph 19.1. of this Trading Account Agreement, changing the Client’s Categorisation may also mean changing the type of Client Account of the Client. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Investment Firm that the Client wishes to terminate the Agreement and not accept the change.

## **20. Force Majeure**

20.1. A Force Majeure Event includes without limitation each of the following:

(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, economic or political crisis.

(b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.

(c) Labour disputes and lock-out.

(d) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Investment Firm relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Investment Firm has 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, supervisory, regulatory or supranational body or authority.

(f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Investment Firm).

(g) Any event, act or circumstances not reasonably within the Investment Firm's control and the effect of that event(s) is such that the Investment Firm is not in a position to take any reasonable action to cure the default.

20.2. If the Investment Firm determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Investment Firm may without prior notice and at any time take any or all of the following steps:

- a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Investment Firm to comply with them.
- b) Take or omit to take all such other actions as the Investment Firm deems to be reasonably appropriate in the circumstances with regard to the position of the Investment Firm, the Client and other clients.
- c) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.
- d) Cancel any Client Orders.
- e) Refuse to accept Orders from Clients.
- f) Inactivate the Client Account.
- g) Increase Margin requirements without notice.
- h) Close out any or all Open Positions at such prices as the Investment Firm considers in good faith to be appropriate.
- i) Increase Spreads.
- j) Decrease Leverage.
- k) Change Stop Out Level.

20.3. Except as expressly provided in this Agreement, the Investment Firm 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 its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## **21. Limitations of Liability and Indemnity**

21.1. In the event the Investment Firm provides the Information as specified in paragraph 7.3. of this Trading Account Agreement, the Investment Firm shall not, in the absence of its fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

21.2. The Investment Firm will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to certain situations/circumstances specified in Appendix 2 Trading Terms

21.3. If the Investment Firm, its directors, officers, employees or agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), then the

Investment Firm its directors, officers, employees or agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Investment Firm for such.

21.4. The Investment Firm shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).

21.5. The Investment Firm's cumulative liability to the Client shall not exceed the fees paid to the Investment Firm under this Agreement in relation to the particular Client for the Provision of the Services and use of the Platform(s).

## **22. Representations and Warranties**

22.1. The Client represents and warrants to the Investment Firm the following:

- a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.
- b) The Client is of sound mind and capable of taking decisions for his own actions.
- c) The Client is not subject to any restrictions legal or otherwise, arising from his nationality or religion, in relation to transacting in financial instruments and/or markets which are the subject of this agreement.
- d) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- e) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person.
- f) The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder.
- g) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a Investment Firm, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so.
- h) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Investment Firm specifically consents to this in writing and provided all the documents required by the Investment Firm for this purpose are received.
- i) The information provided by the Client to the Investment Firm in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- j) The Client has read and fully understood the terms of the Agreement including the information in the Appendices.
- k) The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.
- l) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve (12) months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Investment Firm as soon as possible will notify the Investment Firm if at any stage during the course of this Agreement he becomes a Politically Exposed Person.
- m) The Client is not from the USA and North Korea, as the Investment Firm does not accept Clients from these countries.
- n) He has read and understands the General Risk Disclosure.
- o) The Client consents to the provision of the information of the Agreement by means of a Website or email.



- p) The Client confirms that he has regular access to the internet and consents to the Investment Firm providing him with information, including, without limitation, information about amendments of the Agreement, the Investment Firm's various policies, trading reports, and information about the nature and risks of investments by posting such information on the Website or sending via email. Should the Client wish, he may request for these to be sent by post.

### **23. Complaints and Disputes**

23.1. If the Client wishes to report a complaint, he may find more information in "Complaints Procedure" accessible on website of the Investment Firm.

23.2. If a situation arises which is not expressly covered by this Agreement, the Parties 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.

### **24. Applicable and Governing Law and Applicable Regulations**

24.1. If a settlement is not reached via the Investment Firm's Complaints Procedure, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Cyprus.

24.2. This Agreement is governed by the Laws of Cyprus.

24.3. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Investment Firm shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

### **25. Severability**

25.1. Should any part of this 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 Agreement from the beginning, and this 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 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.

### **26. Non-Exercise of Rights**

26.1. Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, of its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

### **27. Assignment, Authorised Representative and Introducer**

27.1. The Investment Firm may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing five (5) Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Investment Firm with a third party, reorganisation of the Investment Firm, winding up of the Investment Firm or sale or transfer of all or part of the business or the assets of the Investment Firm to a third party.

27.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 27.1 above, the Investment Firm shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing five (5) Business Days prior Written Notice to the Client.

27.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

27.4. The Investment Firm may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Investment Firm or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Investment Firm in writing of the appointment of an Authorized Representative and this person is approved by the Investment Firm fulfilling all of the Investment Firm specifications for this.

27.5. Unless the Investment Firm receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Investment Firm, without prejudice to paragraph 27.6 herein below, has the right to continue accepting Orders and/or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such Orders as valid and committing to him.

27.6. The written notification for the termination of the authorization of the Authorized Representative has to be received by the Investment Firm with at least five (5) Business Days' notice prior the termination of the authorization date.

27.7. The Investment Firm has the right (but NOT an obligation to the Client) to refuse to accept Orders and/or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

- (a) if the Investment Firm reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;
- (b) if an Event of Default occurred;
- (c) in order for the Investment Firm to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws;
- (d) in order to protect the interest of the Client.

27.8. In cases where the Client is introduced to the Investment Firm through a third person such as a business introducer or associate ("Introducer"), the Client acknowledges that the Investment Firm is not responsible or accountable for the conduct and/or representations of the Introducer and the Investment Firm is not bound by any separate agreements entered into between the Client and the Introducer.

27.9. The Client acknowledges and confirms that his Agreement or relationship with the Introducer may result in additional costs, since the Investment Firm may be obliged to pay commission fees or charges to the Introducer. If such apply they will be disclosed to the Client as provided under Applicable Regulations.

## **28. Termination and Results of Termination**

28.1. As the price of the Investment Firm's services under this Agreement depends on the fluctuations in the financial market outside the Investment Firm's control, the Client does not have right of withdrawal as defined by the Law on Distance Trading of Financial Services to Consumers of 2004. However, the Client may terminate the Agreement according to sections 28.2-28.6 of this Agreement.

28.2. Without prejudice to Investment Firm's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect free of charge by giving at least five (5) Business Days Written Notice to the other Party.

28.3 This Agreement may be terminated in the event the Investment Firm closes down the trading account that the Client maintains with the certain Investment Firm.

28.4. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement, or any Transactions made hereunder.

28.5. Upon termination of this Agreement, all amounts payable by the Client to the Investment Firm will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Investment Firm, any charges and additional expenses incurred or to be incurred by the Investment Firm as a result of the termination of the Agreement.

28.6. The process of termination of this Agreement can be found in the Appendix 2 Trading Terms.

### **29. Information Disclosure**

29.1. By accepting the Agreement the Client hereby authorizes the Investment Firm to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable market rules, without prior notice to the Client. Moreover, the Investment Firm are entitled to disclose necessary and required information about the Client to third parties in the Republic of Cyprus, or outside of it, to facilitate the transfer of funds from the Client's credit card.

### **30. Miscellaneous**

30.1. All rights and remedies provided to the Investment Firm under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

30.2. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

30.3. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by Investment Firm or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Investment Firm will be owed by such survivor(s).

### **31. Investment Advice**

31.1. Should the Client specifically request it, the Investment Firm will provide the Client, at his request, with the Investment Service of Investment Advice; this includes information and personal advice about investment possibilities suitable to his investment profile and his specific investment objectives, in order to enable the Client, after understanding the investment risks involved in the proposed or desired Financial Instrument or service, to take his own investment decisions. In such a case, the Investment Firm will inform the Client in good time as stated in the Applicable Regulations with regard to:

- (a) the Investment Firm and its services;
- (b) the financial instruments and proposed investment strategies;
- (c) the execution venues and all costs and related charges;
- (d) whether the advice that it will provide to the Client will be independent or non-independent advice;
- (e) whether the advice is based on a broad or on a more restricted analysis of different types of financial instruments and, in particular whether the range is limited to financial instruments issued or provided by entities having close links with the Investment Firm or any other legal or economic relationships, such as contractual relationships, so close as to pose a risk of impairing the independent basis of the advice provided;
- (f) whether the Investment Firm will provide the Client with a periodic assessment of the suitability of the financial instruments recommended to that Client and if yes when and why that is likely to happen, the extent to which information will be subject to reassessment and how the Client will receive any updated recommendation(s);
- (g) whether the financial instrument is intended for retail or professional Clients, taking into account the identified target market of end users;
- (h) all costs and associated charges relating to the service of Investment Advice;

(i) the prohibitions on inducements in the case of independent advice and how it has met the conditions for providing advice on an independent basis (where applicable);

(j) the factors taken into consideration when selecting financial instruments (such as risks, costs and complexity);

Where advice may be offered or provided to the same Client on both an independent and non-independent basis, the Investment Firm shall explain the scope of both services to allow the Client to understand the differences between them and not present itself as an independent investment adviser for the overall activity.

When providing investment advice, the Investment Firm shall, before the transaction is made, provide to the Client in a durable medium, a statement setting out the advice provided and of how the investment meets the Client's preferences, objectives and other characteristics of the Client as provided by Applicable Regulations.

31.2. The Investment Firm shall refuse to provide Investment Advice in any of the following cases:

(a) of potential conflict of interest; or

(b) the Client fails to provide or provides insufficient information with regard to the information requested at the Investment Firm's discretion; or

(c) whenever the Investment Firm decides that the Financial Instrument or service is not suitable for the Client; or

(d) an Event of Default of the Client.

31.3. The Investment Advice shall be given by the Investment Firm to the Client either orally or in writing.

31.4. The provision of Investment Advice shall be instantaneous and shall be exhausted when it is given to the Client.

31.5. It is understood that the Investment Firm shall not have any duty to monitor the Client's investments or the course of the Financial Instruments that the Client chooses over a specific time period nor shall it have any duty to provide continuous update to the Client regarding any developments. However, should the Investment Firm decide to undertake monitoring of the performance of the Client's investment, this shall be done at the Investment Firm's discretion and shall not create a responsibility for continuous monitoring. The Investment Firm shall be pleased to advise the Client at any specific time the Parties agree.

31.6. Once the Investment Advice is provided, the final choice for effecting or not any transaction in Financial Instruments lies with the Client and he shall be solely responsible for any unexpected return of any investments.

31.7. The Investment Firm may, upon the Client request, provide administrative assistance to the Client to fill in the various forms and applications. The Client however will always sign all required dealing instructions and any required forms and documentations personally. In addition to administrative assistance, should the Client wish, the Investment Firm may offer him with the Investment Service of Reception and Transmission of Orders. It is also possible for the Investment Firm to refer a Client to a third party discretionary fund manager where the Client would sign and agree terms with the manager directly.

31.8. It is agreed and understood that any information or recommendations by the Investment Firm which are made available in any way to the Client within the framework of Investment Advice, are strictly personal, are addressed to the Client only, and their publication, reproduction or disclosure in any way by the Client to any third party is forbidden and the Investment Firm shall have no liability towards third parties for this reason.

31.9. The provision of Investment Advice shall be subject to fee to the Investment Firm. The fees shall appear in the Website or agree upon individually with the Client.

31.10. If the Investment Firm will be providing to the Client independent investment advice, the Investment Firm will not (to the extent prohibited by the Law) accept and retain fees, commissions or any monetary or

non-monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the provision of the service to the Client.

31.11. If the Investment Firm will be providing to the Client independent investment advice, the Investment Firm will return to the Client any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the services provided to the Client as soon as reasonably possible after receipt. All fees, commissions or monetary benefits received from third parties in relation to the provision of independent investment advice to you shall, in such a case be transferred in full to the Client.

## **Appendix 1 – CFD TRADING TERMS**

### **1. Scope**

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

### **2. Types of CFD Orders**

2.1. The following CFD Orders may be given by the Client:

- (a) Buy
- (b) Sell
- (c) Sell Limit, Sell Stop
- (d) Buy Limit, Buy Stop
- (e) Take Profit, Stop Loss
- (f) Set Expiry date
- (g) Any other Orders available on the Platform.

### **3. Placing, Cancelling or Removing Orders and Execution of Client Orders**

3.1. It is understood that additional terms, conditions, requirements, functionalities and limitations may apply for CFD trading which are available on each Platform the Client agrees that he is bound by them, and the Investment Firm has the right to change these without any prior notice to the Client; therefore, the Client agrees to check for such changes before placing a new CFD Order. In addition, CFD Orders are subject to the Contract Specifications, the financing charges, the Rollover Policy and the trading hours, available on the Investment Firm's Website. Orders placed are executed in accordance with the Investment Firm's Order Execution Policy. The Investment Firm has the right to respectively change the aforementioned without any prior notice to the Client; therefore, the Client agrees to check for such changes on the Investment Firm's Website before placing a new CFD Order. The Client also agrees to pay applicable Management Fee for trading in Physical Shares.

3.2. Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Investment Firm's Website, as amended from the Investment Firm . Pending Orders, not executed, shall remain effective through the next trading session (as applicable). Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled. All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Investment Firm's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Investment Firm's rights to close the open forward position.

3.3. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Investment Firm may delete one or all pending Orders if the Client Account Equity reaches zero.



3.4. Orders cannot be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol).

3.5. The Client may change the expiration date of pending Orders or delete or modify a pending Order before it is executed.

3.6. The Investment Firm shall receive, transmit and execute all Orders given by the Client strictly in accordance with their terms. The Investment Firm will have no responsibility for checking the accuracy of any Order.

3.7. Orders are executed as follows:

(a) Take Profit (T/P) Orders are executed at stated prices.

(b) Stop Loss (S/L) Orders are executed at stated prices, depending on the market opening prices.

(c) Stop Loss (S/L) Orders set for lock positions are executed at first market prices-at first price the Investment Firm obtains.

(d) Buy Stop and Sell Stop Orders for position opening are executed at first market prices- opening at the price the Investment Firm obtains.

3.8. During the course of this Agreement in relation to all individual CFD trading the Investment Firm will receive the Client Orders and transmit them for execution to a third party which will be the execution venue and counterparty in the CFD. A list of the Investment Firm's execution venues is available on the Website. The Investment Firm will not be the counterparty in a CFD.

3.9. The Investment Firm are under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Investment Firm decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.

3.10. It is the Client's responsibility to be aware of his positions at all times.

#### **4. Quotes**

4.1. In the event that the Investment Firm is unable to proceed with an Order with regard to price or size or other reason, the Investment Firm will send a re-quote to the Client with the price it is willing to deal.

4.2. The Quotes appearing on the Client's terminal are live. However, if there's high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for a price but he will get the first price that will be in the market.

4.3. The Investment Firm provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Investment Firm will reflect what the Investment Firm thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Investment Firm at its absolute discretion.

#### **5. Financing Charges, Contract Specifications, Rollover Policy and Trading Hours**

5.1. All CFDs available with the Investment Firm will have a daily financing charge. Financing charges for different types of CFDs appear in the Contract Specifications, which are found in the Website and/or Platform.

5.2. All Physical Shares available with the Investment Firm will have a daily Management Fee for holding open positions which will be charged at the end of each business day and each Wednesday the fee will be tripled.

#### **6. Swaps**

6.1. The Investment Firm will display on its Website the terms, when swap points are calculated. On Wednesdays these are tripled on MT5 platform.

## **7. Lots**

7.1. The 1 (one) standard lot size is the measurement unit specified for a certain types of CFD which are available on the Investment Firm's Website and/or Platform. The Investment Firm may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications.

## **8. Trailing Stop, Expert Advisor and Stop Loss Orders**

8.1. The Client agrees that trading operations using additional functions on the Investment Firm's Platform, such as but not limited to Trailing Stop and/or Expert Advisor or similar automated trading software are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Investment Firm bears no responsibility whatsoever.

8.2. The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Investment Firm bears no responsibility whatsoever.

## **9. Margin Requirements**

The Client shall abide by the margin requirements governing his/her trading account with the Investment Firm (as opened and maintained in the context of this agreement). the general requirements are as follows :

9.1 Clients should provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Investment Firm, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.

9.2. It is the Client's responsibility to ensure that he understands how a Margin is calculated.

9.3. Unless a Force Majeure Event has occurred, the Investment Firm has the right to change the Margin requirements, giving to the Client ten (10) Business Days Written Notice prior to these amendments. In this situation the Investment Firm has the right to apply new Margin requirements to the new positions and to the positions which are already open.

9.4. The Investment Firm has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Investment Firm has the right to apply new Margin requirements to the new positions and to the positions which are already open.

9.5. The Investment Firm has the right to close and or limit the size of the Client Open Positions (New or Gross) and to refuse new Orders in any of the following cases:

- (a) The Investment Firm considers that there are abnormal trading conditions.
- (b) The value of the Client collateral falls below the minimum Margin requirement.
- (c) At any time equity (current balance including Open Positions) is equal to or less than a specified percentage of the Margin (collateral) needed to keep the open position.
- (d) The Investment Firm makes a Margin Call and the Client fails to meet it.
- (e) In an Event of Default of the Client.

9.6. The Client has the responsibility to notify the Investment Firm as soon as he believes that he will be unable to meet a Margin Call payment when due

9.7. When a Margin Call is made, the Client will be offered with all or any of the three options to deal with the situation:

- (a) limit his exposure (i.e. close trades);
- (b) hedge his positions (i.e. open counter positions to the ones he has) while reevaluating the situation; or
- (c) deposit more money in the Client Account.

9.8. If a Client fails to meet a Margin Call and the market works against him his positions will be closed at Stop Out level of 50% and the Investment Firm has the right to refuse a new Order.

9.9. Margin must be paid in monetary funds in the Currency of the Client Account.

9.10. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Investment Firm.

## **10. Benefits**

10.1. At the discretion of the Investment Firm and subject to Applicable Regulations, the Investment Firm shall have the right to provide its Clients with various benefits compliant with Applicable Regulations (hereinafter all together the "Benefits"). Additional terms and conditions may apply for the Benefits each time.

## **11. Robot Trading**

11.1. Should the Client wish to use Robot, he must first obtain the prior written approval of the Investment Firm. Breach of this obligation is considered an Event of Default.

## **12. Charges**

12.1. The Investment Firm obtains its price for Swaps, Commissions, Spreads in relation to any given type of CFD or Physical Share from a third party. It is noted that the Investment Firm receives commissions/inducements from third party financial institutions or is receiving its commission out of the mark-ups it adds on the prices it obtains from third party financial institutions in which Clients' Orders are transmitted for execution. The Investment Firm will disclose information in relation to these commissions to the Client on its Website and/or by other means as provided by Applicable Regulations (e.g. durable medium). At least once a year, the Investment Firm will inform its clients about the actual amount of payments received.

## **13. Difference and Settlement**

13.1. Upon completing a Transaction:

(a) The Client shall be liable for the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction;
- or
- ii. a Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

(b) The Client shall receive the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction;
- or
- ii. a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

13.2. Unless the Investment Firm agrees otherwise, all sums for which either Party is liable under paragraph 13.1 above are immediately payable upon closing of the Transaction. The Client hereby authorises the Investment Firm to debit or credit the Client Account with the relevant sums at the closing of each Transaction. It is understood that once the Client places an Order, until such Order is executed and the Transaction is closed, the Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal. b



## Appendix 2 – TRADING TERMS

### **1. The Company**

1.1. INVESTAGO (hereinafter „Investago“) is registered brand name of the company WONDERINTEREST TRADING LTD.

WONDERINTEREST TRADING LTD (“the Company”) is authorised and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (“CIF”) to offer the services and activities listed herein in this document, under Investment Services and Activities and Regulated Markets Law of 2017 L.87(I)/2017 (“the Law”).

1.2. The Investment Firm ’s CIF license number is 307/16.

1.3. The Investment Firm is registered in Cyprus under the Companies Law, with registration number HE332830.

1.4. The Investment Firm ’s registered office is at 176 Makariou III Avenue, Paschalis Avenue House, Office 201, 3027, Limassol, Cyprus.

### **2. Scope of the Terms of Business**

2.1 The Terms of Business are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Investment Firm , in its sole discretion, determines that the context requires otherwise.

2.2 The Distance Marketing of Consumer Financial Services Law N.242 (I)/2004 which implements EU Directive 2002/65/EC, does not require the Client Agreement to be signed by either the Client or the Investment Firm in order for both the Client and the Investment Firm to be legally bound by it.

2.3 The Investment Firm is authorised to offer the following investment services to its clients: i) reception and transmission of orders; ii) investment advice; iii) execution of orders on behalf of clients.

### **3. Platform**

3.1. Subject to the Client’s obligations under the Agreement being fulfilled, the Investment Firm hereby grants the Client a limited License, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use if the Website and any associated downloadable software available from time to time) in order to place Orders.

3.2. The Investment Firm has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only on weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.

### **4. Intellectual Property**

4.1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Investment Firm or of third parties and are protected by local and international intellectual property laws and treaties. The Client Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of the Client Agreement. Nothing in the Client Agreement constitutes a waiver of the Investment Firm ’s intellectual property rights.

4.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Investment Firm ’s IP or Website or Platform(s).

4.3. The Investment Firm owns all the images displayed on its Website, the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Investment Firm provides them for.



4.4. The Client is permitted to store and print the information made available to him through the Investment Firm 's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Investment Firm's express written consent.

## **5. Prohibited Actions**

5.1. It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):

- (a) Use, without the prior and written consent of the Investment Firm, any software, which applies artificial intelligence analysis, including Robot or similar, to the Investment Firm's systems and/or Platform(s) and/or Client Account.
- (b) Intercept, monitor, damage or modify any communication which is not intended for him.
- (c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Investment Firm .
- (d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- (e) Do anything that will or may violate the integrity of the Investment Firm computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- (f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Investment Firm has applied to the Platform(s).
- (g) Any action that could potentially allow the irregular or unauthorised access or use of the Platform(s).

5.2. Should the Investment Firm reasonably suspect that the Client has violated the terms of paragraph 6.1. above, this shall be considered an Event of Default and the Investment Firm shall be entitled to take one or more of the counter measures of paragraph 10.2. of the Client Agreement.

## **6. Safety of Access Data**

6.1. The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

6.2. The Client should not write down his Access Data. If the Client receives a written notification of his Access Data, he must destroy the notification immediately.

6.3. The Client agrees to notify the Investment Firm and/or its Execution Counterparty immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorised person. The Investment Firm and/or its Execution Counterparty will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

6.4. The Client agrees that he will cooperate with any investigation the Investment Firm may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

6.5. The Client acknowledges that the Investment Firm and/or its Execution Counterparty bear no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data, Access Data and Client Account number when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

6.6. If the Investment Firm and/or its Execution Counterparty are informed from a reliable source that the Access Data or Client Account number of the Client may have been received by unauthorised third parties, the Investment Firm and/or its Execution Counterparty may, at their discretion without having an obligation to the Client, deactivate the Client Account.

## **7. Placement and Execution of Orders**

7.1. The Client may place Orders on the Platform(s) by using his Access Data issued by the Investment Firm for that purpose or by telephone call by providing the identification information requested and the Essential Details.

7.2. The Investment Firm will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.

7.3. Orders placed via phone will be placed by the Investment Firm on the Electronic Trading System of the Investment Firm .

7.4. WonderInterest Trading Ltd executes the orders in line with its Order Execution Policy.

7.5 In the case where the Client is a legal person it is obliged to obtain a legal entity identifier from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any transaction with the Investment Firm if it does not possess a legal entity identifier.

## **8. Rejection of Client's Orders**

8.1. Without prejudice to any other provisions herein, the Investment Firm is entitled, at any time and at its discretion, without giving any notice or explanation to the Client to restrict the Client's trading activity, to cancel Orders, to decline or refuse to transmit or execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Investment Firm , in any of the following cases:

- (a) Internet connection or communications are disrupted.
- (b) In consequence of request of regulatory or supervisory authorities of Cyprus or a court order or anti fraud or anti-money laundering authorities.
- (c) Where the legality or genuineness of the Order is under doubt.
- (d) A Force Majeure Event has occurred.
- (e) In an Event of Default of the Client.
- (f) The Investment Firm has sent a notice of Termination of the Agreement to the Client.
- (g) The system of the Investment Firm rejects the Order due to trading limits imposed.
- (h) Under abnormal market conditions.
- (i) The Client does not hold adequate funds in his Balance for the specific Order.

## **9. Client Accounts**

9.1. It is agreed and understood that the types of the different Client Accounts offered by the Investment Firm and the characteristics of such Client Accounts are found on the Website.

9.2. The approval of the Client as such can be completed after the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Investment Firm for its own internal checks. The Investment Firm will send the Client a notice informing him whether he has been accepted as a Client of the Investment Firm .

9.3. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined by the Investment Firm in its discretion . The minimum initial deposit may vary according to the type of Client Account offered to the Client and/or type of Financial Instrument being traded under that Client Account.

## **10. Inactive and Dormant Client Accounts**

10.1. If the Client Account is inactive for one month or more (i.e. there is no trading, withdrawals or deposits), it may be charged a monthly maintenance fee which may be different for different types of Client Accounts or Financial Instrument. The applicable fees, once applied, are found on the Investment Firm's Website.

10.2. If the Client Account is inactive for one (1) year or more, and after notifying the Client in its last known address, the Investment Firm reserves the right to close the Client Account and render it dormant. Money in

the dormant account shall remain owing to the Client and the Investment Firm shall make and retain records and return such funds upon request by the Client at any time thereafter.

### **11. Lien**

11.1. The Investment Firm shall have a general lien on all funds held by the Investment Firm or its Associates or its nominees on the Client's behalf until the full and final satisfaction of his obligations to the Investment Firm.

### **12. Netting and Set-Off**

12.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Investment Firm, then automatically the mutual obligations to make payment are set-off and cancel each other.

12.2. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

12.3. The Investment Firm has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

### **13. Fees**

13.1. The provision of the Services by the Investment Firm is subject to payment of fees such as brokerage fees, commissions, interest payments, special service and other fees found on the Investment Firm's fee schedule on the Investment Firm's Website.

13.2. Certain withdrawal fees, maintenance of Client Account fees may apply. The applicable fees may be found on the Investment Firm's Website.

### **14. Disclosure of Client Information**

14.1. The Investment Firm has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- (a) Where required by law or a court order by a competent Court.
- (b) Where requested by CySEC or any other regulatory authority having control or jurisdiction over the Investment Firm or the Client or their associates or in whose territory the Investment Firm has Clients.
- (c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.
- (d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services.
- (e) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Investment Firm .
- (f) The Investment Firm's professional advisors 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.
- (g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Investment Firm collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.

- (h) To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (EMIR).
- (i) To other service providers for statistical purposes in order to improve the Investment Firm's marketing, in such a case the data will be provided in an aggregate form.
- (j) To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Investment Firm, in such a case only the contact details will be provided.
- (k) Where necessary for the Investment Firm to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.
- (l) At the Client's request or with the Client's consent.
- (m) To successors or assignees or transferees or buyers, with ten (10) Business Days prior Written Notice to the Client, and for the purposes of paragraph 27.2. of the Client Agreement.
- (n) Client Information is disclosed in relation to US taxpayers to the Inland Revenue in Cyprus, which will in turn report this information to the IRS of the US according to the Foreign Account Tax Compliance Act (FATCA) of the USA and the relevant intergovernmental agreement between Cyprus and the US.

## **15. Changing the Terms of the Agreement**

15.1. The Investment Firm may also change any terms of the Agreement (which includes this Client Agreement and its Appendices and : "Website Terms of Use", "Data Protection Policy", "Client Categorisation Policy", "Investor Compensation Fund Notice", "Conflicts of Interest Policy", "Order Execution Policy", "General Risk Disclosure", "Complaints Procedure") for the following reasons:

- (a) Where the Investment Firm reasonably considers that:
  - the change would make the terms of the Agreement easier to understand; or
  - the change would not be to the disadvantage of the Client.
- (b) To cover:
  - the involvement of any service or facility the Investment Firm offers to the Client; or
  - the introduction of a new service or facility; or
  - the replacement of an existing service or facility with a new one; or
  - the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Investment Firm to offer.
- (c) To enable the Investment Firm to make reasonable changes to the services offered to the Client as a result of changes in:
  - the banking, investment or financial system; or
  - technology; or
  - the systems or platforms used by the Investment Firm to run its business or offer the Services hereunder.
- (d) As a result of a request of CySEC or of any other authority or as a result of change or expected change in Applicable Regulations.
- (e) Where the Investment Firm finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

## **16. Termination Process**

16.1. Once notice of termination of this Agreement is sent and before the termination date:

- (a) the Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Investment Firm will close any Open Positions;
- (b) the Investment Firm will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s).
- (c) the Investment Firm will be entitled to refuse to accept new Orders from the Client;
- (d) the Investment Firm will be entitled to refuse to the Client to withdraw money from the Client Account and the Investment Firm reserves the right to keep Client's funds as necessary to close positions which

have already been opened and/or pay any pending obligations of the Client under the Client Agreement and Terms of Business

16.2. Upon Termination any or all the following may apply:

- (a) The Investment Firm has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances.
- (b) The Investment Firm has the right to close the Client Account(s).
- (c) The Investment Firm has the right to convert the funds to any currency.
- (d) The Investment Firm has the right to close out the Client's Open Positions.
- (e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Investment Firm will (after withholding such amounts that in the Investment Firm's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him 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 the Client's Instructions to the Client. It is understood that the Investment Firm will effect payments only to an account in the name of the Client. The Investment Firm has the right to refuse, at its discretion, to effect third party payments.

## **17. Specification of Liability**

17.1. The Investment Firm and/or its Execution Counterparty will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to following situation/circumstances:

- (a) Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.
- (b) Any failure by the Investment Firm to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control.
- (c) The acts, omissions or negligence of any third party.
- (d) Any person obtaining the Client's Access Data that the Investment Firm has issued to the Client prior to the Client's reporting to the Investment Firm of the misuse of his Access Data.
- (e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- (f) Any of the risks of the Risks Disclosure and Warnings Notice.
- (g) Currency risk.
- (h) Any changes in the rates of tax.
- (i) The occurrence of Slippage.
- (j) The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
- (k) Under abnormal Market Conditions.
- (l) Any actions or representations of the Introducer.
- (m) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative.
- (n) For the Client's or his Authorized Representative's trading decisions.
- (o) All Orders given through and under the Client's Access Data.
- (p) The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s).
- (q) The solvency, acts or omissions of any third party referred to in paragraph 12.6. of the Client Agreement.
- (r) A situation where the 648/2012 may hold Client money and the money of other clients in the same account (omnibus account).



## Appendix 3 - COMPANY LEGAL INFORMATION

### **1. Investment Firm**

1.1. INVESTAGO (hereinafter „Investago“) is registered brand name of the company WONDERINTEREST TRADING LTD.

1.2. WONDERINTEREST TRADING LTD (“Investment Firm”) is authorised and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (“CIF”) to offer the services and activities enlisted herein in this document, under the Investment Services and Activities and Regulated Markets Law of 2017 L. 87(I)/2017 (“the Law”).

1.3. Investment Firm’s CIF license number is 307/16.

1.4. Investment Firm is registered in Cyprus under the Companies Law, with registration number HE 332830.

1.5. Investment Firm’s registered office is at 176 Makariou III Avenue, Paschalis Court, Office 201, 3027, Limassol, Cyprus.

1.6. The list of the approved domains owned by Investment Firm can be found here: <https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/38403/>.

### **2. Investment Services**

2.1. Under its CIF License Investment Firm may offer the following Investment Services:

- (1) Reception and transmission of orders in relation to one or more of the Financial Instruments.
- (2) Reception and transmission of orders on behalf of clients
- (5) Provision of Investment Advice.

and the following Ancillary Services in relation to the provided Investment Services:

- (1) Safekeeping and administration of financial instruments, including custodianship and related services
- (4) Foreign exchange services where these are connected to the provision of investment services
- (5) Investment research and financial analysis or other forms

### **3. Financial Instruments**

3.1 Under its CIF license Investment Firm may offer the above investment services in relation to certain Financial Instruments, which have the meaning given to it in paragraph 2 of the Law:

- (a) Transferable Securities.
- (b) Money-market instruments.
- (c) Units in collective investment undertakings.
- (d) Options, futures, swaps, forward rate agreements and any other derivative contracts relating

to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.

- (e) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event.
- (f) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, an MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled.
- (g) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in the paragraph above and not being for commercial purposes, which have the characteristics of other derivative financial instruments.
- (h) Derivative instruments for the transfer of credit risk.
- (i) Financial contracts for differences.
- (j) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF or an MTF.