

## TRADING TERMS AND CONDITIONS

### 1. The Company

1.1. CapitalPanda is registered brand name of BCM Begin Capital Markets CY Ltd, previously Ox Capital Markets Ltd.

BCM Begin Capital Markets CY Ltd, previously Ox Capital Markets 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 enlisted herein in this document, under Investment Services and Activities and Regulated Markets Law of 2017 L.87(I)/2017 (“the Law”).

1.2. The Company’s CIF license number is 274/15.

1.3. The Company is registered in Cyprus under the Companies Law, with registration number HE 338839.

1.4. The Company’s registered office is at 39C, Zinonos, 3040, Limassol, Cyprus.

### 2. Scope of the Trading Terms and Conditions

2.1 The Trading Terms and Conditions are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Company, 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 Account Agreement to be signed by either the Client or the Company in order for both the Client and the Company to be legally bound by it.

### 3. Explanation of Terms

3.1. In this Trading Terms and Conditions:

“**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 Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his/her categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

“**Affiliate**” shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

“**Agreement**” shall mean “Client 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 Company in the Client Section: “Trading Terms and Conditions”, “Summary of Best Interest and Order Execution Policy”, “Client Categorisation Policy”, “Company Legal Information”, “Complaints Handling Procedure”, “Summary of Conflicts of Interest Policy”, “Investor Compensation Fund Notice”, “Privacy Statement”, “Risk Disclosure”, “Website Use”, “Cookies Policy”, 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 Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Cyprus or of the European Union.

“**Ask**” shall mean the higher price in a Quote at which the price the Client may buy.

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

“**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**” shall mean the lower price in a Quote at which the Client may sell.

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

“**Client Account**” shall mean the unique personalised account of the Client consisting of all Completed Transactions executed, 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 Differences**” (“CFD”) shall mean a contract, which is a contract for differences 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 Company from time to time.

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

“**Currency Pair**” shall mean the object or Underlying Asset of a CFD Transaction 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 Company’s supervisory authority.

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

“**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 Company 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 the Client Account Agreement.

“**Expert Advisor**” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his 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.

“**Financial Instrument**” shall mean the Financial Instruments under the Company’s CIF license which can be found in the document “Company Legal Information”.

“**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 19.1. of the Client 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 less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

“**Hedged Margin**” for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

“**Initial Margin**” for CFD trading shall mean the necessary margin required by the Company so as to open a position.

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

“**Investment Services**” shall mean the Investment Services under the Company’s CIF license which can be found in the document “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 Underlying Assets in one Lot of a CFD.

“**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 Company informs the Client to deposit additional Margin 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 Company 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 Company 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 Client Account Agreement –i.e. the Company and the Client.

“**Platform**” shall mean the electronic mechanism operated and maintained by the Company, 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 paragraph 5 of these Trading Terms and Conditions.

“**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.

“**Services**” shall mean the services to be offered by the Company to the as set out in paragraph the Client 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.

“**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.

“**Swap Free Client Account**” is a type of Client Account available for CFD trading and shall have the meaning set out in paragraph 10.4 of Appendix 1 of the Client Account Agreement

“**Terms**” mean Trading Terms and Conditions governing all the actions that relate to the execution of your 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 transaction arranged for execution on behalf of the Client under the Client Account Agreement.

“**Transaction Size**” for CFD trading shall mean Lot Size multiplied by 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 Company’s website at [www.capitalpanda.com](http://www.capitalpanda.com) and any other websites as the Company may maintain from time to time.

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

3.2. 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.

3.3. Paragraph headings are for ease of reference only.

3.4. 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.

#### **4. Platform**

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

4.2. The Company 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 in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.

#### **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 Company, any software, which applies artificial intelligence analysis, including Robot or similar, to the Company’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 Company.
- 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 Company 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 Company 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 Company reasonably suspect that the Client has violated the terms of paragraph 5.1. above, this shall be considered an Event of Default and the Company shall be entitled to take one or more of the counter measures of paragraph 10.2. of the Client Account Agreement.

## **6. Intellectual Property**

6.1. 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 Company or of third parties and are protected by local and international intellectual property laws and treaties. The Client Account 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 Account Agreement. Nothing in the Client Account Agreement constitutes a waiver of the Company's intellectual property rights.

6.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website or Platform(s).

6.3. The Company 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 Company provides them for.

6.4. The Client is permitted to store and print the information made available to him through the Company'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 Company's express written consent.

## **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 Company for that purpose or by telephone call by providing the identification information requested and the Essential Details.

7.2. The Company 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 Company on the Electronic Trading System of the Company.

7.4. Orders are executed according to the Summary of Best Interest and Order Execution Policy, which are binding on the Client.

7.5. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

7.6 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 Transactions with the Company 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 Company 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 Company, 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 antifraud 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 Company has sent a notice of Termination of the Agreement to the Client.
- g) The system of the Company 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. Safety of Access Data**

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

9.2. 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.

9.3. The Client agrees to notify the Company 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 Company 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.

9.4. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

9.5. The Client acknowledges that the Company bears 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.

9.6. If the Company is 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 Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.

## **10. Client Accounts**

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

10.2. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mended by the Company in its discretion from time to time. 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.

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

11.1. If the Client Account is inactive for six months 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 Company's Website.

11.2. If the Client Account is inactive for one (1) year or more, and after notifying the Client in its last known address, the Company 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 Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

## **12. Lien**

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

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

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

13.2. 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.

13.3. The Company 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.

## **14. Fees**

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

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

## **15. Disclosure of Client Information**

15.1. The Company 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 Company or the Client or their associates or in whose territory the Company 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 Company.

- f) To the Company'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 Company 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 (CCPs) and trade repositories (TRs) (EMIR).
- i) To other service providers for statistical purposes in order to improve the Company'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 Company, in such a case only the contact details the data will be provided.
- k) Where necessary in order for the Company 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 an Affiliate of the Company or any other company in the same group of the Company.
- n) 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 Account Agreement.
- o) 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.

## **16. Specification of Liability**

16.1. The Company 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 Company 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 Company has issued to the Client prior to the Client's reporting to the Company 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 Account Agreement.
- r) A situation of paragraph 12.7. of the Client Account Agreement arises.

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

17.1. The Company may also change any terms of the Agreement (which includes the Client Account Agreement and its Appendix and "Trading Terms and Conditions", "Summary of Best Interest and Order Execution Policy", "Client Categorisation Policy", "Company Legal Information", "Complaints Handling Procedure", "Summary of Conflicts of Interest Policy", "Investor Compensation Fund", "Privacy Statement", "Risk Disclosure, "Website Use", "Cookies Policy") for the following reasons:

- a) Where the Company 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 Company 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 Company to offer.
- c) To enable the Company 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 Platform used by the Company 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 Company 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.

## **18. Termination Process**

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

- a) the Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;
- b) the Company 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 Company will be entitled to refuse to accept new Orders from the Client;
- d) the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company 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 Account Agreement and Trading Terms and Conditions

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

- a) The Company 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 Company has the right to close the Client Account(s).
- c) The Company has the right to convert the funds to any currency.
- d) The Company 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 Company will (after withholding such amounts that in the Company'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 Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.