



## INVESTMENT SERVICES AGREEMENT FOR RETAIL AND PROFESSIONAL CLIENTS



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Risk Warning: Trading Foreign Exchange and Contracts for Difference is highly speculative, carries a high level of risk and is not appropriate for every investor. You may sustain a loss of some or all of your invested capital, therefore, you should not speculate with capital that you cannot afford to lose. Please ensure that you fully understand our Risk Warnings available on <http://www.markets.com/risk-disclosure-statement>.

This Investment Services Agreement is effective from 29 January, 2017 and shall remain effective until a more recent version is released. Safecap reserves the right to amend or supplement this document at any time. This document replaces our Investment Services Agreement (Terms and Conditions of Trading) applicable prior to the date hereof. It is the legal agreement through which we provide our investment services to you and forms the basis of the legal relationship between us. The prevailing version of the Investment Services Agreement is always available on our website [www.markets.com](http://www.markets.com).

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## INTRODUCTION AND GENERAL DISCLOSURE

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

**THIS INVESTMENT SERVICES AGREEMENT** (also referred to as “**Agreement**”, or “**Terms and Conditions**”) is entered into between:

**SAFECAP INVESTMENTS LIMITED** (“**Safecap**”, “**Company**”, “**we**” or “**us**”), a private company limited by shares incorporated in the Republic of Cyprus, having its registered address at 148 Strovolos Avenue, 2048 Strovolos, P.O. Box 28132 Nicosia, Cyprus (telephone number: + 357 22 23 22 48 and fax number: + 357 22 34 19 18), authorized and regulated by the Cyprus Securities and Exchange Commission (“**CySEC**”) under license number 092/08 for the conduct of designated investment business in the Republic of Cyprus and other jurisdictions and by the Financial Sector Conduct Authority (“**FSCA**”) in South Africa as a Financial Services Provider under license number 43906; and

a person who has successfully completed the process of application and registration to open a Trading Account with us via our website [www.markets.com](http://www.markets.com) or through any other method designated by us (the “**Customer**”, “**Client**” or “**you**”),

together the “**Parties**” and each individually a “**Party**”.

**This Agreement is part of our Customer Legal Documents Pack which comprises of the following documents:**

1. The Investment Services Agreement
2. The Key Investor Document
3. Order Execution Policy
4. Risk Disclosure Statement
5. Policy for the Management of Conflicts of Interest
6. Leverage and Margin Policy
7. Client Categorisation and Regulatory Protections Policy
8. Privacy Policy Statement

The Key Investor Document (“**KID**”) is the document that is made available to you in accordance with the requirements of PRIIP.

In accordance with the PRIIP, the KID contains, inter alia, the following information:

- the names of the financial products that we

- manufacture and/or distribute;
- the types of investors for whom our financial products are intended;
- the risk and reward profiles of our products;
- the costs you may have to bear when investing in our financial products;
- information about how and to whom you can make a complaint in case there is a problem with our financial products or the person(s) producing, advising on or selling such products.

KID provides you with overview information on Safecap and Markets.com, Applicable Laws and Regulations, the services we offer and what we do not offer, information on Contracts for Difference and the risks involved in trading in them, what trading with leverage and margin means and the risks it entails, the electronic trading platforms we operate and the types of orders you can engage in, how we protect your money, our fees and charges and other relevant information. As the KID is written in simple summary language it is provided to you only for information purposes. This Agreement comprises the primary legal agreement between you and us for the Services we provide to you as described herein.

The KID is available on our website at <https://content.markets.com/pdf/en/key-investor-document.pdf>.

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

[MARKETS.COM](http://MARKETS.COM) is a global brand and trade mark owned by Safecap’s immediate holding company which is TradeTech Markets **Limited** (“**Markets**”).

Safecap has the sole and exclusive use of the domain “[www.markets.com](http://www.markets.com)” worldwide under a relevant agreement with Markets. Safecap also has the right from Markets to the non-exclusive use of the brand name Markets.com.

Safecap and Markets are indirect subsidiaries of Playtech Plc, a company traded on the London Stock Exchange's Main Market.

We offer our services through our Electronic Trading Platforms. We owe a duty of best execution to you. We describe how we achieve Best Execution in our



#### Order Execution Policy.

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

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

We reserve the right and are entitled at any time and upon our sole discretion to restrict the offering of our Services (as described herein) to certain jurisdictions and consider them as banned countries in terms of engagement with actual or prospective clients. Further information is set out herein.

**We have made available to you our Risk Disclosure Statement on <http://www.markets.com/risk-disclosure-statement>. By entering into this Agreement, you acknowledge, agree and accept that you have read and understood the risks related to Contracts for Difference. Whilst we offer Negative Balance Protection and you can never lose more than the funds deposited in your trading account with us, you run the risk of potentially losing all such funds and any accumulated profits from your trading with us.**

**For all enquiries and other clarifications you may require in relation to our Customer Legal Documents Pack, this Investment Services Agreement and the Services we provide, please contact our Customer Support Department on our [Contact Us](#) page or via [Live Chat](#).**

**If you do not fully understand any provision in any document comprising the Customer Legal Documents Pack, you must obtain independent legal advice.**

This Agreement is entered to between you and us electronically.

Where you become a Client of ours after the date of publication of the Customer Legal Documents Pack at our Website, you agree and accept that by clicking the “tick box” at the Website at the time of your

application for opening of Trading Account, you accept all the terms and provisions of this Agreement and other documents in the Customer Legal Documents Pack.

Where you have been a Client of ours prior to the date of publication of the Customer Legal Documents Pack at our web-site [www.markets.com](http://www.markets.com), this Agreement and other documents in the Customer Legal Documents Pack will be deemed to have taken effect on 29 January 2017, as specified in our client communication sent to the existing Clients of Safecap on 18 January 2017 unless we have received any written objections from you by 29 January 2017.

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

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. This Agreement which also includes and incorporates by reference the schedules hereto and any other schedules for the provision of certain Services (as defined below), which you may request us to provide to you from time to time (the “Schedules”), sets out the terms on which we are willing to act for you. This Agreement supersedes any previous agreements (or Terms and Conditions of Trading) between you and us on the same subject matter. This Agreement shall apply to all transactions contemplated under this Agreement, provided that in the event of a conflict between this Agreement and any other specific agreement between you and us that may govern any specific transaction, made between you and us, such other specific agreement shall prevail but only in relation to such specific transactions.
- 1.2. In this Agreement, unless the context requires otherwise:
  - References to “we”, “us” and similar expression are reference to Safecap and/ or where the context so admit any relevant Associated Firm;
  - words denoting the singular shall include the plural and vice versa;
  - references to “persons” will include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);



- any reference to an enactment, statutory provision, rule or regulation is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- references to “writing” will include the transmission of text electronically;
- where general words are followed by the expressions “including”, “for example” or “such as” and specific examples are given, the interpretation of the general words will not be limited to the examples given;
- This Agreement and any present or future amendments or Schedules thereto, are constructed in the English language. In case of differences between this document and any translation of it, the English version will prevail at all times;
- Headings are for convenience only and will not affect the construction of this Agreement.

“**Accepted Currencies**” mean the currencies we accept for the purposes of your Account and Trading with us and include as at the date hereof USD/EUR/GBP/CAD/JPY (currency codes in accordance with ISO 4217 standard as published by the International Organisation for Standardisation), as amended or updated from time to time;

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

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

- (i) the Markets in Financial Instruments Directive (“MiFID”) of the European Union;
- (ii) the Investment Services and Activities and Regulated Markets Law 144(I) of 2007 of the Republic of Cyprus; to the extent it remains applicable after coming into force of MiFID II;
- (iii) Law of the Republic of Cyprus No 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets;
- (iv) the rules, regulations, statements of principle, directives, circulars, guidance and guidance notes issued by CySEC, the European Securities and Markets Authority (“ESMA”) or of any

other relevant competent authority having jurisdiction over the activities of the Company;

- (v) all statutory and other requirements relating to anti-money laundering and the prevention of financial crime applicable to Safecap;
- (vi) the Sanctions;
- (vii) all anti-bribery laws and regulations applicable to Safecap, including with respect to Politically Exposed Persons;
- (viii) the Market Abuse Directive as transposed into Cyprus domestic legislation and Market Abuse Regulation of the European Union;
- (ix) the Processing of Personal Data (Protection of Individuals) Law 138(I) of 2001 of the Republic of Cyprus (“Data Processing Law”);
- (x) Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (referred to as “EMIR”);
- (xi) Distance Marketing Consumer Financial Services Law of the Republic of Cyprus;
- (xii) all rules, regulations and by-laws of any relevant Exchange, clearing organization and/or self-regulatory organization; and
- (xiii) all other applicable laws and regulations of the Republic of Cyprus and any other relevant jurisdiction,

to which we are directly subject or to which we are indirectly subject due to the applicability of such provisions to any member of our Group or an Associate or their applicability to any Transaction or trade, and including any relevant intergovernmental agreements.

“**Ask Price**” means in the two way Price we offer for each CFD, the higher price at which you as a client may “Buy” the CFD, the lower Price being the “Bid” Price, as described further in in Clause 10;

“**Asset Material Adverse Change**” means the occurrence of any of the following events (or a combination thereof) in respect of, as applicable, (i) an issuer of any underlying Financial Instrument, or (ii) in respect of such Financial Instrument, or (iii) in respect of any other instrument, such as a Cryptocurrency:

- An Insolvency Event; Or
- Occurrence of a situation where the relevant Financial Instruments becomes illiquid to an extent that materially restricts or prevents our



ability to acquire or sell the relevant Financial Instrument on the market at the commercially reasonable prices;

Any regulatory authority or any court having jurisdiction takes a decision, passes an order or a ruling, or takes any other action which forbids, suspends or restricts trading in a Financial Instrument of any issuer or any Cryptocurrency on any Exchange or, in respect of Cryptocurrencies, on any relevant non-regulated decentralized digital exchanges.

**“Associate”** means a company or corporation being a member of our Group, a representative whom we or another company or corporation of our Group appoint, or any other person with whom we have a contractual, agency or other relationship that might reasonably be expected to give rise to a community of interest between us and them;

**“Authorized Person”** means another individual which you may authorize to trade on your Account, in accordance with the provisions of Clause 9;

**“Banned Jurisdictions”** means Afghanistan, Algeria, American Samoa, Angola, Australia, Belgium, Bosnia and Herzegovina, Brazil, Cambodia, Canada, China, Cuba, Democratic People's Republic of Korea (DPRK), Ethiopia, Guam, Guyana, Hong Kong, Indonesia, India, Iran, Iraq, Israel, Japan, Lao People's Democratic Republic, Macao, Malaysia, Myanmar, New Zealand, Northern Mariana Islands, Pakistan, Panama, Papua New Guinea, Philippines, Puerto Rico, Russia, Serbia, Singapore, South Korea, Sri Lanka, Sudan, Syrian Arab Republic, Taiwan, Thailand, Trinidad & Tobago, Tunisia, Turkey, Uganda, US Virgin Islands, Vanuatu, USA, Vietnam, Yemen, and any such other jurisdiction as we may from time to time designate as a “Banned Jurisdiction”;

**“Base Currency”** means the currency that you select at our Electronic Trading Platforms, or, if you do not make such a selection, the lawful currency of the United States of America;

**“Bid Price”** means in the two way Price we offer for each CFD, the lower price at which you as a client may “Sell” the CFD, the higher Price being the “Ask” Price, as described further in in Clause 10;

**“Business Day”** means a day which is not a Saturday or a Sunday and upon which banks are open for business in Cyprus;

**“Client Money Rules”** means the rules and directives

of CySEC in relation to handling Client Money, including Part VI of Directive DI144-2007-01 of 2012 of CySEC for the Authorization and Operating Conditions of the Cyprus Investment Firms and/or any successor or supplementary regulations;

**“Contracts for Difference”** or **“CFDs”** are derivatives, whose value depends on an underlying instrument, where the underlying instrument may be a foreign exchange or any Financial Instrument;

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

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

**“Cryptocurrencies”** means a cryptographically encrypted digital representation of value that functions as a medium of exchange, a unit of account, and/or a store of value, does not have legal tender status in any jurisdiction and is traded on non-regulated decentralized digital exchanges. Cryptocurrencies include but are not limited to Bitcoin, Litecoin and others”.

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

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

**“Electronic Trading Platform”** means an electronic or mobile trading platform which we make available to you for the purposes of effecting Transactions with us



through our website [www.markets.com](http://www.markets.com) and includes at the date hereof the Markets Web Trading Platform, the Markets Mobile Trader, the MT4 Trading Platform, MT4 Mobile, the Sirix Webtrader, MT5 Trading Platform and MT5 Mobile;

“**EMIR**” means 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;

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

“**Event of Default**” means an event of default as set out in Clause 32 of this Agreement;

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

“**FATCA**” is an abbreviation for “Foreign Account Tax Compliance Act” and refers to the relevant sections of the United States Internal Revenue Code as may be amended or replaced and includes any US or other guidance, decree or other measures taken by the US or the EU or any other government or body in the implementation of these provisions and includes, without limitation, any intergovernmental agreement, treaty, law, regulation, decree, directive or guidance issued for the purposes of or in relation to compliance with the relevant sections of the United States Internal Revenue Code;

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

“**First Degree Relative**” means in relation to you, your spouse, your siblings, your parents or any dependent child or stepchild of yours;

“**Force Majeure Event**” means any event or circumstance outside of the control of Safecap, including but not limited to:

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

“**Free Margin**” means the funds available for opening new positions with us, calculated as Equity minus Margin;

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

“**Group**” means Safecap and any entity directly or indirectly controlled by or controlling Safecap and entities under common direct or indirect ownership and control with Safecap where “control” means direct or indirect control, of at least 50% of the voting



rights or capital of an entity;

**“Insolvency Event”** means in relation to a person or an entity, as applicable:

- a) a person/entity is or becomes unable to pay its debts as and when they fall due or is otherwise presumed to be insolvent under the insolvency laws applying to that person/entity;
- b) a person/entity suspends or threatens to suspend payment of its debts generally;
- c) other than in respect of a solvent winding-up, the calling of a meeting to consider a resolution to wind up an or the making of an application or the making of any order, or the passing of any resolution, for the winding up, liquidation or bankruptcy of an entity;
- d) the appointment of a provisional liquidator, liquidator, receiver or a receiver and manager or other insolvency official to an entity or to the whole or a substantial part of the property or assets of an entity;
- e) the appointment of an administrator; or
- f) the entry by a person/entity into any compromise or arrangement with creditors;

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

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

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

**“Margin Close Out Level”** means the level at which we will proceed to automatically liquidate your open positions on your Trading Account with us;

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

**“Market”** means a market which we, from time to

time, make available for trading in CFDs;

**“Market Maker”** means an entity which provides both Ask and Bid prices in a CFD or any other Financial Instrument;

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

**“MiFID II”** means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU;

**“Office Hours”** means from 8:00-17:00 GMT+2 (GMT +3 during summer time) on a Business Day;

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

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

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

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

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

**“PRIIP”** means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products;





**"Professional Clients"** shall have the meaning ascribed to it in the Applicable Laws and Regulations;

**"Retail Clients"** shall have the meaning ascribed to it in the Applicable Laws and Regulations;

**"Safecap Online Trading System"** means the Electronic Trading Platforms (internet and mobile based) and other Trading Systems available at our Website that allow you to provide us with orders / instructions;

**"Safecap Trading Desk"** means the Trading Desk operated by us;

**"Sanctions"** mean any country- or territory-wide trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority from time to time that the Company has to observe. A Sanction Authority can include any of the following, without limitation:

- (i) the Unit for Combating Financial Crime (MOKAS), CySEC, the Central Bank, the Ministry of Finance or any other Ministry or Department of the Republic of Cyprus;
- (ii) the European Union, European Council, European Commission and the European Central Bank;
- (iii) the Security Council of the United Nations;
- (iv) the Office of Foreign Assets Control ("OFAC") of the US Department of Treasury or the FINCEN or other Agency or Department of the United States of America;
- (v) Her Majesty's Treasury of the United Kingdom; or
- (vi) Any other authority having jurisdiction to impose Sanctions and whose decisions the Company has to or finds it desirable to observe;

**"Services"** means

- the reception, transmission and execution of your orders in CFDs;
- our principal trading as your counterparty for all the orders you transmit to us via our Electronic Trading Platforms or otherwise for execution;
- the Margin and Leverage we permit to you for your trading with us, on the basis and terms of our Leverage and Margin Policy;
- trading alerts, market analysis and review, regulatory updates and trading education services specified in Clause 11 hereof;
- all other services and ancillary services that we may provide in accordance with the terms of our license and in connection with you trading with us;

**"Spread"** means the difference between our Bid Price and our Ask Price for the same CFD;

**"Statement"** means a written confirmation in relation to your Transactions with us and any charges which we may apply;

**"System"** means all of the Client's computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to receive the Services;

**"Trading Hours"** means from 22:00 Greenwich Mean Time ("GMT") Sunday until 22:00 GMT (21:00 during summer time) Friday, every week. Contracts for Difference may continue to be offered during Saturdays and Sundays. Please visit our Website for more details on operating times for each CFD/Financial Instrument. We reserve the right to suspend or modify the operating hours at our own discretion and in such event our Website will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the Website, and to which you have trading rights are the applicable;

**"Trading Platform"** has the same meaning as Electronic Trading Platform and includes both electronic and mobile trading platforms;

**"Transaction"** means any transaction subject to this Agreement, including, but not limited to a CFD, or forward contract of any kind, future, option or other derivative contract in relation to any commodity, Financial Instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction in any Financial Instruments for which we are authorized under our CySEC license from time to time and which we offer through our Trading Platforms;

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

**"Treating Customers Fairly ("TCF")"** relates to our duty to act honestly, fairly, professionally and in the best interests of our clients when dealing with them as implemented through our culture, internal policies and procedures we have in place;

**"US Reportable Persons"** means for the purposes of FATCA: (a) a citizen or resident of the US, including persons born in the US or persons who hold a US



passport; (b) a US domestic partnership; (c) a US domestic corporation; (d) a foreign corporation that is directly or indirectly at least 10% or more owned by a US person as this term is defined in paragraph 1.1473–1(b) of the US Code of Federal Regulations (by vote or value); (e) a US estate; or (f) a US trust;

“Website” means [www.markets.com](http://www.markets.com).

- 1.2.1. A reference in this Agreement to a “clause” or “Schedule” shall be construed as a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise.
- 1.2.2. References in this Agreement to any statute or statutory instrument or Applicable Laws and Regulations include any modification, amendment, extension or re-enactment thereof.
- 1.2.3. A reference in this Agreement to “document” shall be construed to include any electronic document.
- 1.2.4. The masculine includes the feminine and the neutral as the context admits or requires.
- 1.2.5. Headings are used for ease of reference and shall not affect the interpretation of the provisions of any clause.
- 1.2.6. In this Agreement we refer to trades, and Transactions interchangeably. References to opening positions and closing positions shall be construed as referring to trading activity with us via any one or more of our Electronic Trading Platforms.
- 1.2.7. **The English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.**
- 1.3. Schedules
  - 1.3.1. The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Transactions.
  - 1.3.2. Terms which are included in the Schedules to this Agreement apply in addition to the provisions contained herein, provided however that in the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail.
  - 1.3.3. Terms, which are included in the Schedules to this Agreement, apply in addition to the provisions contained

herein, provided however that in the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail.

- 1.4. Customer Legal Documents Pack  
Documents comprising the Customer Legal Documents Pack specified in the preamble to this Agreement constitute an integral part of this Agreement. In the event of any conflicts between this Agreement and such documents, the latter shall prevail.
- 1.5. Headings  
Headings are for ease of reference only and do not form part of this Agreement.
- 1.6. Daylight Saving Time  
In this Agreement and in any other document in the Customer Legal Documents Pack, references to GMT time are subject to Daylight Saving Time adjustments applicable in the Republic of Cyprus.

## 2. SCOPE OF THE AGREEMENT AND PROVISION OF SERVICES

- 2.1. Subject to the terms and conditions hereof, Safecap may provide Services to you.
- 2.2. Please note that we are not authorized by CySEC to provide investment advice and portfolio management services, therefore, such services are not covered by this Agreement.
- 2.3. Any statement, comment or opinion, including any statement or comment or opinion posted on any website, made or posted by us, our employees, authorized representatives or agents, or generally any statement, comment or opinion made by any person in respect of us or the Services which we offer or provide from time to time, whether such statement is made before or after acceptance by you of this Agreement, should not be construed as investment or other advice and shall not be deemed to be incorporated into this Agreement or otherwise have any contractual effect.
- 2.4. We deal on an execution only basis and we do not advise on the merits of particular transactions, their taxation, legal or other consequences.
- 2.5. All orders, Transactions and trades transacted by you with us by telephone or over the internet using our Electronic Trading Platforms (including any trades made by your Authorised Persons) are governed by the provisions of



this Agreement and any other documents referred to in this Agreement. References in this Agreement to “orders” shall be construed as references to orders placed by you and references to “Transactions” and “trades” shall be construed as references to transactions and trades effected through our Electronic Trading Platforms.

- 2.6. We have provided you on our Website with our Customer Legal Documents Pack. By accepting the terms of this Agreement you hereby acknowledge that you have read and understood the documents included within our Customer Legal Documents Pack. Specifically, you acknowledge that you have read, understood and consent to the terms of this Agreement, Key Investor Document, our Order Execution Policy, our Policy for the Management of Conflicts of Interest, our Privacy Policy, Client Categorisation and Regulatory Protections Policy, Leverage and Margin Policy and the Risk Disclosure Statement, the terms of all of which are incorporated herein by reference and constitute an integral part hereof.

### 3. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- 3.1. This Agreement and all orders and Transactions are subject to Applicable Laws and Regulations so that: (i) if there is any conflict between this Agreement and any Applicable Laws and Regulations, the latter will prevail; (ii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations; (iii) all Applicable Laws and Regulations and whatever we do or fail to do in order to comply with them will be binding on you; (iv) such actions that we take or fail to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable; and (v) you agree to comply with all the Applicable Laws and Regulations.
- 3.2. We may make any amendment to this Agreement and take any such action which we consider necessary as a result of any requirements or changes in the requirements of the Applicable Laws and Regulations or pursuant to a general or specific recommendation made by CySEC, or any other regulatory authority of relevance to the Services we provide to you.
- We shall use reasonable endeavours to give you notice of such actions and amendments to this Agreement which will be effected in accordance with the provisions of Clause 46. Notwithstanding the provisions of Clause 46 in the case in which the urgency and the importance of any requirements or changes in the requirements of the Applicable Laws and Regulations or any general or specific recommendation made by CySEC or ESMA is such, that we reasonably consider this is justified, we may proceed with such actions and amendments to this Agreement with immediate effect or by giving a shorter notice period than that provided for in Clause 46.
- 3.3. If an Exchange (or intermediate broker, custodian or agent, acting at the direction of, or as a result of action taken by, an Exchange or any execution venue or a liquidity provider) or any relevant regulatory authority takes any action which affects an Order or Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to ensure compliance with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you.
- 3.4. Transactions between you and Safecap may be subject to the rules and customs of an Exchange, execution venue, liquidity or price feed provider and/or any clearing house through which the Transactions are based on or executed. We may decide not to enter into a Transaction where we believe that such Transaction may violate the Applicable Laws and Regulations or the rules of an Exchange, execution venue or liquidity or price feed providers, as applicable.
- 3.5. If (a) an Exchange, a clearing house, a regulatory body or governmental authority makes an enquiry in respect of any of your Transactions or Accounts, or (b) submission of information about you and/or your Transactions or Accounts is required or desirable under any Applicable Laws or Regulations, then: (i) we may act upon such enquiry and disclose such information without your further authorisation and/or confirmation; and (ii) upon our request, you agree to co-operate with us and promptly to supply information requested by us in connection with such enquiry or submission. You understand that under the Applicable Laws and Regulations we may not be permitted to disclose to you the fact of any enquiries or disclosures made in relation to



your transactions and your Accounts, and you waive any claims you may have against us for not notifying you regarding any such enquiries or disclosures.

#### 4. CONTRACTS FOR DIFFERENCE AND THEIR RISK CLASSIFICATION

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

- 4.1. CFDs are complex Financial Instruments which carry a high level of risk and are not appropriate for investors who do not possess the appropriate level of knowledge and experience to deal in them. You acknowledge and agree that you have received, read and understood our [Risk Disclosure Statement](#).
- 4.2. CFDs are Over the Counter (“OTC”) Derivatives and are bilateral contracts entered into between two counterparties. When you enter into any order to buy or sell a CFD on our Electronic Trading Platform, you trade solely with us as your counterparty. We are your principal to each trade that you enter.
- 4.3. When you trade in an OTC derivative contract such as a CFD trade, the value and payment obligations in relation to these are determined with reference to the price movement of an underlying Financial Instrument or reference point. As such, when entering into a Buy or Sell order for a CFD you speculate on a movement of the price of the underlying Financial Instrument. The risk of loss is exacerbated in the case in which Leverage is used for your trading in CFDs. The effects of trading with Leverage are as set out in Clause 6 and in our Leverage and Margin Policy. Certain jurisdictions apply a cap on leverage which prevails over this Investment Services Agreement and Leverage and Margin Policy.
- 4.4. You agree and accept that when you enter into a CFD trade, you do not become an owner of the underlying Financial Instrument and shall not receive physical delivery of such Financial Instrument. As an owner of a CFD, you will not have the right of attending and / or voting at any general meeting of the issuer of the Financial Instrument to which your CFD corresponds to. Similarly, you will not have a right to receive dividends, coupons or any other cash distributions made to the owners

of such Financial Instruments. However, as set out in our Order Execution Policy, we will make positive or negative cash adjustments to your Account depending on the type of position that you hold in the relevant CFD.

- 4.5. We reserve the right to discontinue offering a CFD in any Financial or other Instrument at any time where we believe that a material adverse change has occurred or is expected to occur, with the respect to amongst others the issuer of such Instrument, which may cause suspension or disruption in trading in such Instrument or cause material increase in volatility thereof or the operations or financial performance of the issuer of such instrument and / or any of its associated parties, or due to considerations related to the market's uncertainty or factors otherwise materially affecting the market.
- 4.6. Should we discontinue offering of CFDs under this agreement we may, after notification, require you to close all of your open positions in such Financial Instrument by a certain date. You hereby agree and give us consent with regard to treat our customers fairly to close your existing positions in such Instrument upon this date at the prices established by the Company.
- 4.7. The fact that OTC contracts such as CFDs are bilateral contracts entered into between two counterparties also means that when you open a position with us, you must also close the position with us. You acknowledge, agree and accept that you are not able to close the position with any other counterparty.
- 4.8. The execution venue which we provide and through which you can trade with us, is not in the form of an Exchange.
- 4.9. OTC derivative contracts such as CFDs are not centrally cleared by a clearing house. This means that when you enter into a derivatives contract, the person you will have legal rights against under the derivatives contract, is Safecap as your counterparty under the contract. As such you take the credit risk, being defined as the risk of failure or non-payment, of Safecap.

#### 5. CAPACITY AND CLIENT CATEGORIZATION

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



- with you, we will therefore act as principal.
- 5.2. You represent that you act as principal and not as agent (or trustee) on behalf of someone else. Unless expressly approved by Safecap in advance in writing, you may not act as an agent or trustee on behalf of someone else.
  - 5.3. Unless we specifically advise you that we will treat you as a Professional Client, we will always categorize you as a Retail Client for the purposes of the Investment Services and Activities and Regulated Markets Law. You are entitled to certain Client protections stipulated in the Investment Services and Activities and Regulated Markets Law, including your ability to participate in the Investor Compensation Fund, available in [Clients Categorisation and Regulatory Protections](#) Document.
  - 5.4. In cases where you request that we categorize you as a Professional Client instead of a Retail Client, we may either: (a) allow you to be re-categorized as per your request in respect of any part or all of your dealings with us, subject to any documentation and other evidence as we may require in order to verify your eligibility with respect of such re-categorization and on such terms as we may notify you of upon acceptance of your request or (b) we may, if we do not agree to re-categorize you as per your request, refuse to enable this re-categorization.
  - 5.5. If you do request such re-categorisation and we agree to such re-categorisation, the protection afforded to you by certain CySEC rules and the other Applicable Laws and Regulations may be substantially reduced, as explained in the Client Categorization and Regulatory Protections Policy. You hereby represent that prior to making a request for re-categorization to the higher Professional Client category, you have read and understood the loss of protection which this entails.
  - 5.6. We may choose, in our implementation of relevant guidance notes issued by regulatory authorities, to treat you either as an Experienced Retail Client or as a Less Experienced Retail Client, as set out below.
  - 5.7. We may use other members of our Group or third parties in undertaking work on our behalf with respect to Services we provide to you pursuant to this Agreement (the “**Service Providers**”). The work undertaken on our behalf by such Service Providers may indicatively include execution of marketing campaigns, gathering and processing of client information, specialised software and IT

services or other client support services. These Service Providers may be located within or outside the European Union. Where we choose to co-operate with such Service Providers, we shall do so in accordance with the Applicable Laws and Regulations. We remain at all times responsible to you for the Services provided to you, in accordance with the terms of this Agreement and irrespective of any work that may be undertaken on our behalf by such Service Providers. Except where there is a Force Majeure Event, we are responsible for the conduct of work of such Service providers in relation to the work and activities they undertake on our behalf. We shall use reputable and competent Service Providers and have in place controls as to the selection and monitoring of the performance of the work executed on our behalf by such Service Providers.

## 6. SUITABILITY AND APPROPRIATENESS

### No Suitability Assessment

- 6.1. You acknowledge and accept that Safecap does not provide investment advisory services or discretionary portfolio management services, and therefore that the Applicable Law and Regulations do not require Safecap to assess suitability for its customers of the Services or Financial Instruments offered to, or demanded by, the customers.
- 6.2. You hereby expressly acknowledge that the CFDs product category in which you deal with through the Services provided by us, is not intended to be presented by us as suitable for you, and any comment or statement which may be made by us or any employee or agent of ours, including any Introducing Brokers, regarding such CFDs or any research disseminated by us, should under no circumstances be considered to be an investment advice and should not be received or relied upon as such, should under no circumstances be considered to be an investment advice regarding CFDs or trading CFDs and should not be received or relied upon as such.
- 6.3. You hereby expressly acknowledge that we provide the Services on an execution only basis and you represent to us that you understand that in the absence of negligence, breach of contract, wilful default or fraud on our part, we



- have no liability to you for any loss or damage suffered by you as a result of any investment made by you through the Services provided by us under this Agreement.
- 6.4. As we are acting on an execution only basis, when submitting an Order or when asking us to enter into any Transaction, you represent that you are solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, and experience to make your own evaluation of the merits and risks of any transaction, including a risk of losing all of your invested capital. We give you no warranty as to the suitability of the CFDs traded under this Agreement and neither have nor assume any fiduciary duty in our relations with you.
- 6.5. Unless we expressly agree otherwise, we will not undertake any assessment of your needs and objectives, financial situation, and risk tolerance in relation to your Transactions.
- 6.6. We will not be obliged to review and will not review the Transactions you have entered into or about to enter into.

#### **Appropriateness Assessment - Professional Clients**

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

#### **Appropriateness Assessment - Retail Clients**

- 6.8. If you are a Retail Client, we are required by the Applicable Laws and Regulations to assess your knowledge and experience in trading in complex financial instruments such as CFDs and to assess whether such instruments are appropriate to you.
- 6.9. At the Account opening and registration stage you are required to provide us with information regarding your knowledge and experience, primarily with respect to trading in complex Financial Instruments such as CFDs and the use of leverage so as to enable us to comply with our obligations under the Applicable Laws and

- Regulations. You will also have to agree and accept our Risk Disclosure Statement.
- 6.10. The information required by us for the purposes of the appropriateness assessment may be gathered by means of a standardised questionnaire or we may require answers to questions over a conversation with you, or we may use any other method or combination of methods for the purpose of gathering such information. It is your responsibility to ensure that you provide us with complete and correct information in order to enable us to carry out the appropriateness assessment. If we consider, in our discretion, that the responses provided are insufficient or are inconsistent or conflicting, we may require further clarifications as to these responses.
- 6.11. The purpose of the appropriateness assessment is to enable us to assess your knowledge and experience so as for us to be in a position to reasonably determine whether complex Financial Instruments such as the CFDs are appropriate for you to invest in. As such, you should consider carefully any warning which we give to you as a result of making the appropriateness assessment. If you have any questions or require any further clarifications regarding the appropriateness assessment, you should contact us for such further assistance and clarifications.
- 6.12. We reserve the right, at any time, to require that you provide us with additional or other information for the purposes of the appropriateness assessment, even after we have confirmed successful completion of the appropriateness assessment. This may be done in respect of: (i) us verifying through supporting documentation your knowledge and experience in trading in complex Financial Instruments such as CFDs, (ii) any proposed changes to the Leverage ratios you may trade with, (iii) in respect to a change to your circumstances which has come to our attention, (iv) as part of any ongoing or bespoke monitoring activity carried out by us in compliance with Applicable Laws and Regulations, or (v) in any other circumstances in which we consider that it is reasonable or appropriate for such information to be gathered.
- 6.13. When carrying out the appropriateness assessment, we have the right, at our entire discretion, to determine and allocate relevant weights to the questions submitted to you and to your answers.



- 6.14. You hereby represent and warrant that you understand the purpose of the assessment of appropriateness that we undertake and the importance of providing us with full and correct information for this purpose. You are warned and hereby accept, that if you provide incorrect or incomplete information regarding your knowledge and experience in the investment field, this will adversely affect our ability to carry out the appropriateness assessment correctly.
- 6.15. Based on our evaluation of your knowledge and experience we will classify you either as an Experienced Retail Client, a Less Experienced Retail Client or as non-experienced to deal in complex Financial Instruments in which case the on boarding process would have to be terminated. You agree and accept that the evaluation and your relevant classification is entirely at our discretion, based on the information that you have provided to us in an accurate and comprehensive manner and that it is entirely at our discretion and right to refuse to accept any person as a Client without us having to provide any reasons or justification for this.
- 6.16. Furthermore you hereby agree and accept that both the Experienced and Less Experienced Retail Client categories represent our internal categories of the Retail Client categorization under the Applicable Laws and Regulations and that Safecap has full discretion as to how to determine these categories.
- 6.17. We acknowledge and agree that in all cases you will be entitled to the protections available under the Applicable Laws and Regulations as a Retail Client, irrespective of your classification as Experienced or Less Experienced Retail Client.
- 6.18. A Less Experienced Retail Client may be classified as an Experienced Retail Client where he / she has completed at least an aggregate 40 trades in 4 consecutive months of trading with us, with no less than 2 trades per month, provided that we have no other reason, at our discretion, not to permit such automatic categorisation and provided that the Applicable Laws and Regulations do not set any other requirements or conditions. We will notify you of such categorization from less Experienced to Experienced Retail Client and assume, unless you advise us otherwise, that you have consented to this and to the higher Leverage ratios that will be made available to you as described below. We reserve the right

to change, at our discretion, the criteria we use for our internal classification of Clients as Less Experienced or Experienced Retail Clients. You acknowledge, accept and agree that at all time you are solely responsible for setting the Leverage levels for your trading in CFDs, including where you opt to trade with the levels set by our Leverage and Margin Policy or by any regulatory authority as well as for your trading decisions.

#### **Leverage levels for Experienced Retail Clients**

- 6.19. Where you have been classified as an Experienced Retail Client, you will be permitted to trade in CFDs with Leverage levels which you select at your discretion, subject to any maximum level restrictions set out in our Leverage and Margin Policy available in our Customer Legal Documents Pack. Where you do not indicate the Leverage level you wish to trade with, the Leverage ratio of the specific CFD category applies, subject also to a maximum default level of 1:50 set by CySEC, or as may be amended from time to time. Selection of Leverage level is always your responsibility (subject to the restrictions herein), and Safecap shall at no times provide you with any kind of advice or recommendation as to suitability for you of any Leverage levels you may select.

#### **Leverage levels for Less Experienced Retail Clients**

- 6.20. Where you have been classified as a Less Experienced Retail Client, you will be permitted to trade in CFDs with Leverage levels which you select at your discretion, subject to any maximum restrictions set out in our Leverage and Margin Policy available in our Customer Legal Documents Pack and further subject always to the a maximum default level of 1:50 set by CySEC, or as may be amended from time to time. Selection of Leverage level is always your choice (subject to the restrictions herein), and Safecap shall at no times provide you with any kind of advice or recommendation as to suitability for you of any Leverage levels you may select.

#### **Other provisions for Less Experienced Retail Clients**

- 6.21. Further, and without prejudice to the above in the case in which we consider that you are a Less Experienced Retail Client or where we deem



necessary as a result of your appropriateness assessment, we may take any one or more of the following measures before we allow you to engage in any trading activity:

- a) demand that you trade or continue to trade in “demo” mode until we believe that you are able to trade in CFDs or that you participate in educational exercises or webinars or other similar exercises;
  - b) require that you provide additional information on your knowledge and experience;
  - c) provide you with such warnings as we consider to be appropriate,
  - d) vary the level of Leverage, Margin or the Margin Close Out level in relation to your trading activity;
  - e) restrict your trading activity to certain CFDs categories we consider appropriate, limit the amount and value of the Transactions in which we allow you to engage or limit the amounts which you may invest;
  - f) require additional representations, clarifications or information to be provided by you;
  - g) impose such “cooling off” period as we consider appropriate after the provision of any risk warnings, before we allow you to proceed with any trading activity,
  - h) require that you provide us such undertakings that we consider appropriate, advising us that you have considered all the information presented in our Risk Disclosure Statement before we allow you to proceed with any trading activity, including requiring that you sign and return to us a separate statement of undertakings and acknowledgement of such risks, and/or
  - i) we may require that you re-take the appropriateness assessment after such period as we consider appropriate at our sole discretion, and, following such assessment, that you take such additional steps as we consider appropriate, which may include trading in “demo” mode or participating in educational exercises or webinars;
- 6.22. Without prejudice to any other provision contained herein, you hereby consent to the results of your appropriateness test, including any relevant voice recordings and other steps

taken by you or us as part of the appropriateness assessment, being used for statistical purposes and such results being used by us for our own purposes and being disclosed to CySEC, any other relevant regulator or auditors where disclosure of such information is required by them.

- 6.23. We cannot, and will not provide you with legal or tax advice, and if you consider it necessary, you should consult your own legal and tax advisers. You must obtain independent legal advice in the event you do not fully understand any term of this Agreement or any other document in the Customer Legal Documents Pack.
- 6.24. We may discuss the terms of this Agreement as well as the information and clauses of other documents included in the Customer Legal Documents Pack with you, however, we cannot advise you and no such discussion can be treated by you as a legal advice on our side.

## **7. MONEY LAUNDERING, SANCTIONS AND FINANCIAL CRIME PREVENTION**

- 7.1. You represent, warrant and undertake that you are now and will be at all times compliant with all the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention.
- 7.2. We are required to follow the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention (“AML Laws”).
- 7.3. We reserve the right to terminate this Agreement with immediate effect, to refuse to execute any pending Orders and to freeze or block your Account and any assets thereon if:
- (i) we reasonably believe that you may be acting in breach of the AML Laws; or
  - (ii) if you refuse to provide us either at the Account opening stage or at any subsequent stage that we determine at our discretion any information about you that we require you to provide for the purposes of this Clause, including your updated proof of identity and residence; or
  - (iii) if any of your warranties and representations contained in Clause 31 (Representations and Warranties) become untrue or misleading. We may make any report and disclose any such information, to any such person or authority which we consider necessary for





- the purposes of our compliance with the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention, and may act in accordance with their instructions with respect to you, your Transactions, your Account and any information which we have regarding you and your dealings with us.
- 7.4. We may, where we consider this necessary in order to comply with our obligations under the Applicable Laws and Regulations related to money laundering, bribery and corruption and financial crime prevention refuse to provide you with further explanations as to any action or refusal or failure to take any action.
- 7.5. We shall not be liable to you for any loss or damage which you may suffer as a result of any such action or refusal to act on our part, which we consider necessary for the purposes of our compliance with the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention.
- 7.6. If a regulatory body or other authority makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly on demand supply all and any information requested in connection with the enquiry.
- 7.7. You specifically represent and warrant to us (to the extent applicable) that:
- a) Where you are a legal person, you have made full and genuine disclosure of all your ultimate beneficial owners and of each person who maintains a synthetic, economic, direct or indirect interest in more than 10% (or another percentage that we may deem appropriate in your circumstances) of your share capital or economic rights (including the economic rights to the transactions undertaken through us);
  - b) you have provided, or you will provide, us with the information (certified as we may direct) that will enable us to establish your identity, to understand your business, economic and risk profile, including your sources of wealth, and to identify (where you are a legal person) your beneficiaries and controlling persons, as required under the Applicable Laws and Regulations, as well as to determine the nature of your intentions while entering into this Agreement;
  - c) where you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder is a PEP, adequate disclosure of this fact has been made to us and, if during the term hereof, you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder becomes a PEP, you will notify us of such fact immediately;
- d) neither you nor any of your associates, nor any of your or their directors, officers, employees, agents, or underlying clients is an individual or entity that is subject to any Sanctions, or is legally or beneficially owned or controlled by, a person that is subject to any Sanctions;
  - e) if any information provided to us in respect of yourself changes in any material respect, you will immediately notify us of such change. You understand that your Account and any assets thereon may be frozen or blocked at our sole discretion and any Services provided hereunder may be suspended, pending collection by us of full and correct information regarding your status;
  - f) you will not use your Account on behalf of any third party and you agree and accept that your Account and any assets thereon may be frozen or blocked at our sole discretion to the extent any such assets are held with, transferred or delivered to, us on behalf of a third party;
  - g) all remittances in your Account result from bona fide economic activity which have been duly reported to the relevant tax authorities, and have not been obtained as a result of, or through the means which are or may be deemed to be a result of, acts of bribery or corruption or money laundering activities;
- 7.8. Where we have undertaken the assessment of your knowledge and experience in trading in Financial Instruments and have confirmed that you are able to trade either as a Professional Client, an Experienced Retail Client or a Less Experienced Retail Client, you will need to provide us with the legalisation information to undertake our Know Your Client ("KYC") regulatory obligations, including to verify your identity, residency and economic profile.
- 7.9. Where after the assessment of your knowledge and experience but before completion of the KYC process you remit any funds to us, such



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

- 7.10. Where funds received from you (“Initial Funds”) are up to a “De Minimis KYC Limit” and we determine, following our initial identification assessment, that the risk for the Company is low, we may permit you, at our sole discretion, to trade pending submission of the required KYC information, exercising in this respect full discretion on the information and documentation that we shall require as a precondition to enabling you to trade. The De Minimis KYC Limit is currently USD 2,000 (or the local currency equivalent), in accordance with the requirements of CySEC. We reserve the right to change the De Minimis KYC Limit at our discretion and/or in compliance with any CySEC regulation.
- 7.11. We will permit you to trade for 14 (fourteen) days (or for any other shorter time period that we may set at our sole discretion) from the date of receipt of any Initial Funds up to the De Minimis KYC Limit. If by the end of the 14 (fourteen) days (or such other shorter time period that we may have advised you of) you do not provide us the required KYC information to our satisfaction, we shall close any trading positions that you may have opened and return all your Equity (including any profits or losses) to the same account and same payment method from which the Initial Funds were remitted to us. You will not have the right to claim any damages or compensation from us for the closure of any open positions you may have at the end of the aforesaid period.
- 7.12. Where during the 14 (fourteen) days (or such shorter time period that we may set at our sole discretion) since the date of remittance of the Initial Funds and before the KYC process is completed, you remit to us amounts exceeding in total (including the Initial Funds) the De Minimis KYC Limit, such funds will be immediately returned to you, to the account from which they were remitted. The processing of the remittance of your funds will take place within 1 Business Day from the date of occurrence of the relevant event triggering

such a remittance in accordance with this Clause 7.

## 8. UNAUTHORISED USE OF YOUR ACCOUNT

- 8.1. Subject to the provisions of Clause 9 (“Your Authorised Persons”), your Account and the relevant password or access codes that shall be provided to you, shall only be used by yourself or any Authorised Persons of yours which we allow you to appoint. You are not permitted to allow anyone else to use your Account, and / or account number and / or password and/or access codes.
- 8.2. You shall ensure that at all times the devices through which you trade with us or access the Trading Platforms are not left unattended or used by any other person to carry out trading activity through your Account and that any passwords and access codes and security data used for accessing your Account are kept safe and out of the reach of other persons.
- 8.3. You shall be solely responsible for all and any loss resulting from unauthorised use of your Account including loss suffered as a result of lost or stolen passwords or other security information.
- 8.4. If you know or believe that your Account is being used without your permission or consent, you should immediately notify us by contacting our Customer Support Department through the [Contact Us](#) page or via [Live Chat](#). If we receive your notification within Office Hours, the Account will be frozen immediately upon receipt of your notification. If we receive your notification outside Office Hours, the Account will be frozen as soon as reasonably possible of receipt of your notification.
- 8.5. We may, but shall not be obliged to, notify you of any activity which we believe is carried out through your Account without your authorisation and in cases where we reasonably suspect this to be the case we may, in our discretion, suspend access to your Account until you confirm to us that all trading activity carried out through your Account is authorised by you. We are not liable to you if we do not suspend such access promptly.



## 9. YOUR AUTHORISED PERSONS

- 9.1. You may allow First Degree Relatives to trade with us through your Account (“Authorised Persons”) provided that we have given our prior written consent to this and we have received all the documentation required by us for this purpose, including without limitation, all customer identification and KYC documentation, proof of relationship and any documentation in relation to such Authorized Persons’ knowledge and experience allowing us to determine whether CFDs trading is appropriate to them, in accordance with the terms of this Agreement which we require in respect of such Authorised Persons.
- 9.2. No Authorized Person of a Customer can act as an Authorized Person of any other Customer.
- 9.3. Our customer identification procedures and any procedures in relation to our assessment of knowledge and experience and whether CFDs are appropriate to any customer, will be applied by us in respect of any proposed Authorized Person, in the same way in which they apply to any prospective new customer of ours.
- 9.4. We reserve the right to refuse to approve any proposed Authorised Person and to suspend or terminate our consent to such Authorised Person trading through your Account.
- 9.5. Any orders placed or trades carried out through your Account by your Authorised Persons are binding on you as if they were given by you. It is solely your responsibility to monitor the activities of any Authorised Person whom you allow to trade through your Account with us and to ensure that they are acting in accordance with your authorisation.
- 9.6. Until such time as you notify us in accordance with the provisions of Clause 8 (“**Unauthorised Use**”) of the termination of the authorisation of any of your Authorised Persons, you shall be solely responsible for any losses suffered by you as a result of the trading activity of such persons even in cases where such persons have exceeded your authority or have acted without your permission or have otherwise acted fraudulently.

## 10. PLACING AND EXECUTION OF ORDERS, TRANSACTION REPORTING

### Opening Positions

- 10.1. Subject to the terms of this Agreement, you may place Orders via our Electronic Trading Platforms or via telephone.
- 10.2. Your Order is considered as having been accepted by us as indicated on the relevant Trading Platform.
- 10.3. You should contact us if you are not sure whether your Order has been accepted or whether a trade had been effected.
- 10.4. It is your responsibility to ensure that you understand the effect of an Order which you place with us on your open positions i.e. whether the Order which you place with us increases or reduces your exposure under an existing position or whether you are opening a new position or closing an existing position. Where we have accepted an Order which you have placed, we will do so on a “first in first out” basis depending on the sequence in which orders are placed by you and accepted by us.
- 10.5. You may only open a position during the trading hours of the market of the underlying Financial Instrument of the CFDs and subject to the relevant Market being made available by us for trading and any trading limits and any minimum/maximum trade sizes which we may impose in accordance with the provisions of this Agreement and our Order Execution Policy. You will not be able to place orders outside of the hours in which the relevant market is open for trading, unless we advise you accordingly and based on the terms and conditions we may set in such cases.
- 10.6. In order to place any Order, you will be required to enter such security information as we may require for this purpose.
- 10.7. We may restrict or suspend or cancel your ability to trade with us for the purposes of preventing a breach of the Applicable Laws and Regulations, where you do not have sufficient funds or Margin for effecting the relevant Transaction or where to allow you to proceed with a relevant trade would result in a breach of any trading limits which we may have imposed pursuant to the provisions of this Agreement.
- 10.8. We are not under any obligation to and shall not check whether any assumptions made by



you in making a trade are correct as at the time at which the trade is made.

- 10.9. Where you place orders in CFDs in relation to underlying Financial Instruments, you hereby acknowledge that you understand that you are simply entering into trading activity with reference to the price or price movement of such underlying Financial Instrument and you do not have any rights in such underlying Financial Instrument itself.

### Closing Positions

- 10.10. You may only close an open position during the trading hours of the market of the underlying Financial Instrument to which the CFD relates to and subject to any trading limits and any minimum/maximum trade sizes which we may impose in accordance with the provisions of this Agreement. You will not be able to close positions outside of the hours in which the relevant market is open for trading.

### Types of Orders

- 10.11. The types of orders accepted by us on all our Electronic Trading Platforms are as set out in the Order Execution Policy, as may be amended from time to time. Details in respect of certain types of orders which are available only on specific Electronic Trading Platforms, are as set out in the Order Execution Policy. In this Agreement and in the Order Execution Policy, "instructions" and "orders" have the same meaning.
- 10.12. Following submission of an order, it is your sole responsibility to remain available for order confirmations, and other communications regarding your Account and orders until all your open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.
- 10.13. You may give us instructions in electronic form through the Online Trading Platform or, where we at our discretion so permit, orally by telephone to the Safecap Trading Desk. Regardless of whether you give instructions by telephone or through our Electronic Trading Platforms, your communications will be recorded. We have sole discretion as to whether to accept orders via telephone. If any instructions are received by us by telephone or other medium we may ask you to confirm such instructions in writing. You may not

place orders via email. We may however in our discretion, ask you to confirm an order via email. We shall be authorised to follow your instructions notwithstanding your failure to confirm them in writing.

- 10.14. **It is your sole responsibility to clearly indicate the terms of an order when entered, whether it is a market order, limit order, stop loss order or any other type of order, including the relevant Price and lot size.**
- 10.15. We shall make reasonable efforts to execute any order which you place with us, taking into consideration the relevant market conditions and Safecap's Risk Management Policy with respect to indicatively maximum risk levels and limits we can undertake.
- 10.16. We may refuse to accept or temporarily or permanently suspend quoting Prices and / or accepting orders where we have exceeded internally set risk management limits.
- 10.17. By accepting your orders we do not warrant that it will be possible to execute them, or that execution will be possible according to your instructions. Under our Order Execution Policy, execution of an order may take up to 6 seconds. Please note that execution price may be different than the price indicating when entering the order should a change in the market price occurs during the execution of the order.
- 10.18. Your order will not be executed unless we have given a Price for it. We will only execute your orders at our relevant Bid and Ask Prices, depending on the direction of the trade and in accordance with the terms of this Agreement.
- 10.19. Unless you give us a different order, all orders which you place with us are considered to be "Good Till Cancelled", as is further explained in the Order Execution Policy.
- 10.20. You acknowledge that, several factors may lead to a sharp movement in price between receipt of your order and execution ("Price Slippage" or "Market Gapping") and such movement may be to your advantage or to your disadvantage. You acknowledge that Price Slippage and Market Gapping may occur as a result of various factors which may be beyond our control, including market data latency, sudden changes in the market, the speed of your internet connection and high market volatility. Whilst we shall act in accordance with our obligations under the Applicable Laws and Regulations at all times in the execution of your orders, in the case of Price Slippage or



Market Gapping occurring, your order may not be executed at the proposed execution price. It may be executed at a price which is much worse. In such cases, orders will be executed at our Price, based on the first price which we are able to obtain on the underlying Financial Instrument.

- 10.21. We will take such steps as are reasonable in the circumstances in order to avoid or mitigate the effects of Price Slippage and Market Gapping, as described further in our Order Execution Policy. We shall not seek to obtain unfair advantage of such Price Slippage or Market Gapping or allocate losses resulting from slippage between our own position and the positions of our customers, in a way which is disproportional or abusive. In this respect we shall at all times act in accordance with our obligations under the Applicable Laws and Regulations, and particularly our obligations in relation to execution of your orders and conflicts of interest.
- 10.22. In the case of orders which you place which are based on underlying Financial Instruments, these may only be executed during our Trading Hours for the relevant regulated Market when those hours coincide with the trading hours of the regulated market on which the underlying Financial Instruments are traded on.
- 10.23. We are under no obligation to and shall not monitor or execute orders outside trading hours for the relevant Market.
- 10.24. If a Market has traded through the proposed execution price of an order outside of our Trading Hours but by the opening of our Trading Hours that Market has been restored so that your proposed execution price is not exceeded, we will not execute that order at the opening of our Trading Hours and your order will not be considered as continuing to be valid.
- 10.25. You are responsible for monitoring the execution of the orders which you place with us.

#### **Order Execution Policy and Market-Making Activity**

- 10.26. Orders shall be executed in accordance with our [Order Execution Policy](#) which is an integral part of our Customer Legal Documents Pack and of this Agreement.
- 10.27. When executing your Orders we shall adhere to our duty of Treating Customers Fairly.
- 10.28. Under the Applicable Laws and Regulations, we are required to take all sufficient steps to obtain the best possible result when executing your

order. In our Order Execution Policy we set out the process we implement in seeking to achieve Best Execution for you, our dealing capacity and potential conflicts. In respect of Retail Clients, the best possible result is determined in terms of the total consideration, representing the price of the CFD in the underlying Financial Instrument and the costs related to execution, which shall include all expenses incurred by you which are directly related to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. Notwithstanding the provisions of this Clause, whenever there is a specific instruction from you, we shall aim to execute the order following the specific instruction, subject to the provisions contained herein, having however regard to the types of order and Price Slippage and Market Gapping as set out within this Agreement.

- 10.29. In discharging our obligations to you with respect to execution of your orders we take into account the factors of costs, speed, likelihood of execution and settlement, size, nature and any other consideration relevant to the execution of the order.
- 10.30. We are a Market Maker in the CFDs that you trade with and for which we offer our Prices for. We deal on own account as your only execution venue for CFDs. In dealing with you as Market Maker, we aim to achieve the best possible result for you on a consistent basis such that the result is at least the same as could be achieved on other venues. We use independent price sources and liquidity providers in order to derive and benchmark our Prices.
- 10.31. We are your counterparty to each Trade. **We draw your attention to the fact that once you open a position with us, you will have to transact with us to close the position i.e. you cannot close the position with another firm which may provide different pricing or transfer your position to such w party firm. Where you trade in CFDs with a fixed expiry, you will be subject to our pricing arrangements at the expiry of the derivative contract, including our rollover arrangements into new contracts.**

#### **Prices**

- 10.32. We quote a two-way Price for each CFD we offer. This two-way price consists of a **Bid** (the lower price which is the price at which you as



- a client may “**Sell**” the CFD) and an **Ask** (the higher price which is the price at which you as the client may “**Buy**” the CFD). The difference between our Bid and our Ask price for each CFD we offer is referred to as our “**Spread**”.
- 10.33. We shall only accept orders at our Prices provided that such Prices continue to be valid and available at the time at which you submit the relevant order.
- 10.34. We may change our quoted Prices at any point in time. Any amendments to our Prices will be effective immediately.
- 10.35. We source Prices for the CFDs as described in our Order Execution Policy. Where CFDs are based on liquid markets or regulated markets where underlying Financial Instruments are traded on, our Prices are based on published / externally verifiable prices which reflect actual underlying pools of liquidity or a public reference price. If a preferred Price source is temporarily not available during Working Hours, we may execute a CFD trade based on a price of the last trade executed in the underlying instrument or we may seek a price from another market maker known to us to offer consistent pricing in an instrument. We will not construct our own benchmark price if there is a relevant public reference price available.
- 10.36. Where circumstances are such that we are required to exercise discretion or judgment in setting our Price, we will do so acting reasonably following a clear and verifiable process. At your request, we shall provide you with further information regarding the steps taken to execute your orders, in cases where such discretion is exercised.
- 10.37. In the course of the performance of our execution obligations, we may decide and undertake hedging arrangements with various counterparties and / or liquidity providers. We may hedge or execute orders by entering into transactions with other brokers, including, where relevant, other brokers in our Group. Where this gives rise to a conflict or potential conflict of interest, this will be managed or disclosed in accordance with the provisions of our Policy for the Management of [Conflicts of Interest Policy](#). Where we execute an order or hedge a trade with a third party, which could impact the quality of execution offered by us to you, we shall ensure that the arrangements between us and such third party are at arm’s-length and do not conflict with our obligations under the Applicable Laws and Regulations. In all cases such hedging arrangements do not impact the Prices we provide and our overall arrangements of sourcing Prices as set out above and in our Order Execution Policy.
- 10.38. In certain cases, such as technological or other system failures or in the case of Force Majeure Events, we may not be able to provide a Price for a Market. It is likely that Prices quoted over a conversation by a representative of ours may not continue to be available if not accepted immediately. We reserve the right to refuse to execute your Order if we reasonably believe that in executing Orders in such circumstances we will not be able to comply with our obligations under the Applicable Laws and Regulations. Our Spreads are either variable or fixed depending on the asset. We publish our Spreads, whether fixed or variable, on our Website and may differ depending on the Electronic Trading Platform.
- 10.39. A fixed Spread means that the Spread will under normal circumstances remain the same at all times and will not change depending on time or general market conditions and volatility. A variable Spread means that the Spread will vary throughout the day, depending on market volatility and available liquidity. Spreads represent the best Bid and Ask prices we are able to obtain from our liquidity providers, underlying Exchanges or other data feed providers. Variable Spreads have a minimum value set by us, meaning that the Spread can be as low as certain pre-determined level and can fluctuate above that level according to market conditions. These minimum values are published on our Website.
- 10.40. We have the right to change Spreads, including changing fixed Spreads to variable Spreads to reflect periods of actual or potential increased market volatility in the prices of underlying Financial Instruments or other market volatility caused by political or economic events. Where we intend to change the Spreads (value or fixed to variable) we will endeavor to give you a minimum notice of such action of no less than 3 working days unless, acting reasonably for the protection of our respective interests, we must take action to change such Spreads to reflect sudden and unexpected increased market or instrument volatility.
- 10.41. Our CFD Prices are proprietary prices which are derived from the prevailing (“published”) market prices of the underlying Financial



Instruments in the relevant markets in which the underlying instruments may be traded in or from other applicable third – party data vendor sources. We take all sufficient steps to source the best possible Price for our clients

- 10.42. Further details regarding how we set and vary our Spreads can be found in our Order Execution Policy.

### **Performance and settlement**

- 10.43. You will promptly deliver any instructions, money, or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us.
- 10.44. Transactions are settled in Base Currency unless agreed otherwise. Upon closure of a CFD position, any Equity will be converted and paid to you in the Base Currency. We may charge a fee in respect of such conversion.

### **System Maintenance**

- 10.45. Regular technical maintenance relates to when we maintain our trading platforms and systems to ensure their continuous proper functioning and service to you. They exclude cases where due to unplanned events or circumstances we have to undertake technical bugs and errors fixing.
- 10.46. We shall conduct regular technical maintenance of our Electronic Trading Platforms normally from **5:00 GMT until 11:00 GMT** once in every 14 (fourteen) days on Sundays (“Maintenance Hours”) or at any other date and time that we may advise you by giving you 48 hours notice. However, we reserve the right to extend the Maintenance Hours at our sole and absolute discretion, in which case we shall notify you of such extended Maintenance Hours by posting the relevant notice at our Website, via e-mail to you or via other means of communication permitted under this Agreement. Notwithstanding anything to the contrary in this Agreement, you shall not be able to access our Electronic Trading Platforms or place any Orders during the Maintenance Hours. You agree that it will be your responsibility to keep yourself informed on the Maintenance Hours that may be applicable in any calendar week by checking announcements on our Website.
- 10.47. CFDs in Cryptocurrencies shall be typically available for trading through our Electronic Trading Platforms, from 23:00 GMT on Sunday

until 22:00 GMT on Friday provided the underlying exchange from where we draw relevant price feeds operate. The trading hours for different assets in Cryptocurrency class may vary, and, notwithstanding the general indication provided in this Clause 10.46, you must monitor our Website to keep yourself updated on the trading hours applicable to particular Cryptocurrency CFDs. We reserve the right to change the trading hours for CFDs in Cryptocurrencies and the Maintenance Hours for such CFDs in accordance with Clause 10.46 above. You acknowledge that you are duly informed that such maintenance may specifically affect your ability to trade in such CFDs. For the latest trading hours and relevant announcements regarding maintenance, please refer to the information window of each instrument in the platform on our Website. We may also notify you via e-mail or other means of notifications permitted under this Agreement. You are duly informed that as is the case with all CFD Orders, sharp movements in the underlying market may occur during the Maintenance Hours which may materially and adversely affect the execution price of any CFD Order in cryptocurrencies placed before such Maintenance Hours.

For the avoidance of doubt, you shall solely bear the risk of such adverse price movements, and the provisions of this Clause 10 and Clause 12.3 shall fully apply to your trading in CFDs in cryptocurrencies.

- 10.48. For the purposes of this Agreement and for the avoidance of doubt, the Maintenance Hours shall always be treated as non-Business Hours.”
- 10.49 With respect to non-regular urgent technical maintenance which may be necessitated because of for example, technical errors, malfunctions and/or bugs, we reserve the right to conduct such urgent maintenance at any time. Although we shall use reasonable endeavors to give you a prior notice in case of such maintenance, that may not always be practicable due to the urgency of such maintenance. You hereby waive any claims you may have against us as a result of our Electronic Trading Platforms being unavailable due to the non-regular technical maintenance under this Clause 10.48.

### **Transaction Reporting**

- 10.50. Under the terms of the MiFID II we are



required to report transactions on Financial Instruments that are admitted for trading on a regulated market or a trading venue within the European Union, irrespective of whether these transactions take place on or off such regulated markets or trading venues. Accordingly, we shall, and you hereby irrevocably authorize us to, report all of your CFD Transactions where the underlying Financial Instruments are admitted for trading on a regulated market or on any trading venue within the European Union, to CySEC as our home regulatory authority.

- 10.51. You shall provide to us on demand all and any information which may be required by us under the MiFID II or any other Applicable Laws and Regulations to comply with our reporting obligations under Clause 10.48 above.
- 10.52. Without derogating from the generality of the foregoing, you shall provide to us the following documentation (in a format that we consider satisfactory):
- (i) Where you are a natural person, you will provide such identification as may be required by us under MiFID II. Such identification information may vary depending on your country of residence and may include, for example only, your CONCAT ID number;
  - (ii) Where you are a legal entity or body corporate, you will provide to us your Legal Entity Identifier (LEI), a 20-digit, alpha-numeric code based on the ISO 17442 standard developed by the International Organization for Standardization (ISO).
- 10.53. Should you fail to comply with the requirements of Clauses 10.51 and 10.52 above, we shall be required to refuse you to trade with us, and shall have a right, at our sole and absolute discretion and without notice, to:
- (i) refuse to accept you as our Client; and/or
  - (ii) suspend your Account with us until you have complied with the aforesaid requirements; and/or
  - (iii) terminate this Agreement with immediate effect.

You shall indemnify and hold us harmless for any and all losses, claims, damages and expenses that we may incur as a result of your failure to comply with the requirements of Clauses 10.51 and 10.52.

### **Depreciation of leveraged Financial Instruments**

- 10.54. MiFID II requires us to inform the clients

that hold positions in leveraged Financial Instruments, where the initial value of each such instrument depreciates by 10% and thereafter at multiples of 10%. We shall fulfil this obligations by posting the relevant announcements at our Electronic Trading Platforms.

## **11. OUR OTHER SERVICES**

- 11.1. As a part of our Service offering hereunder we may provide you with the following additional Services:
- Trading alerts, whereby we may notify you of upcoming markets, political, macro and microeconomic events (such as central banks' actions, etc) which may have impact on the prices, significant price movements on certain assets. We shall also give you such other alerts as we might consider relevant to your trading;
  - Education services, whereby we may provide you with materials explaining to you, without limitation: characteristics of our CFD products and how they work; basic principles of economic and technical analysis; explanations on general trading strategies other educational materials which we may find useful to your trading activity/experience;
  - Regulatory updates – we shall keep you up to date on regulatory developments which, in our view, may have an impact on the markets and your trading;
  - Platform updates – we regularly update and upgrade our electronic trading platforms and shall make sure that such updates and the new features introduced on our Platform are explained to you.
- 11.2. We shall, and you authorize us to, deliver to you the Services specified in Clause 11.1 above by means of electronic mail, SMS and push notifications as well as via our Platforms. Without limitation, the materials which we shall deliver to you in the course of providing such Services may include PDF files, e-mail text and other visual and textual materials.
- 11.3. It is understood and agreed that the Services specified in this Clause 11 are provided on non-reliance basis only. You undertake and warrant that you shall not rely on the materials provided to you under this Clause 11 when taking your investment and trading decisions





or when determining your trading strategy. We give no representation whatsoever as to the accuracy, completeness or suitability for you of the information provided by us in connection with the Services specified in Clause 11.1 above.

## 12. LIMITATIONS ON ACCEPTANCE OF ORDERS

- 12.1. We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but we shall promptly notify you accordingly.
- 12.2. We may, acting reasonably, refuse to accept, in whole or in part, any Order which you place or accept such Order, for the purposes of preventing the occurrence or continuance of a breach of the Applicable Laws and Regulations, where you do not have sufficient funds or margin for effecting the relevant transaction or where to allow you to proceed with a relevant trade would result in a breach in any trading limits set by us pursuant to the provisions of this Agreement or our risk management policy.
- 12.3. In certain limited cases, such as the occurrence of a Force Majeure Event or other cases where such data is temporarily not available e.g. where prices on the underlying Financial Instruments are not available or Orders are placed outside of Trading Hours, or at times where sharp movements in the market make it difficult to determine relevant market prices, or where your orders are placed outside of the relevant trading hours of the underlying Financial Instrument and our Trading Hours, we may diverge from the process for Price determination set out in this Agreement.

## 13. MINIMUM AND MAXIMUM TRADE SIZES

- 13.1. We have the right (but not the obligation) to set limits and/or parameters to control your ability to place Orders at our absolute discretion. We may at any time require you to limit the number of open positions which you may have with us. It is your responsibility to ensure that you remain informed at all times, of such minimum or maximum trade sizes or stakes which we may have in place.
- 13.2. Such trading limits and/or parameters may be amended, increased, decreased, removed or

added by us at our absolute discretion and may include (without limitation):

- a) controls over maximum order amounts and maximum order sizes;
  - b) controls over our total exposure;
  - c) controls over Prices at which Orders may be submitted (to include (without limitation) controls over Orders which are at a Price which differs greatly from the market price at the time the order is submitted to us);
  - d) controls implemented in respect of Electronic Trading Platforms (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); and/or
  - e) any other limits, parameters or controls which we may be required to implement in accordance with Applicable Laws and Regulations.
- 13.3. The variation of any maximum or minimum trade sizes depends on several factors and is further described in our Order Execution Policy.
  - 13.4. Details regarding any maximum or minimum trade sizes can be provided to you by us. It is your responsibility to remain informed as to any maximum or minimum trade sizes which may apply at any time.
  - 13.5. We may at our discretion waive any maximum or minimum trade sizes which may be applicable at any time.

## 14. FINANCING AND CFD EXPIRATION ROLLOVER CHARGES

- 14.1. A daily overnight rollover charge may apply to each FX/CFD open position at the closing of SAFECAP's trading day. If such a charge is applicable, it will either be requested to be paid by you directly to us or it will be paid by us to you, depending on the type of FX/CFD and the nature of the position which you hold. The method of calculation of the rollover charge may vary according to the type of FX/CFD to which it applies. Moreover, the amount of the charge will vary as it is linked to current interbank interest rates (such as LIBOR). The charge will appear on your Account at the end of the trading day.
- 14.2. We reserve the right to change the method of calculating the rollover charge, the charge rates and/or the types of FX/CFDs to which such a charge may apply.
- 14.3. Changes in our rollover charge interest rates and



calculations shall be at our own discretion and maybe without notice. You are requested to refer to our Website for the applicable / current rates charged. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk related matters that are at Safecap's sole discretion.

- 14.4. Any open FX/CFD transaction held by you at the end of any trading day as determined by us or over any weekend, shall automatically be rolled over to the next trading day so as to avoid an automatic close and physical settlement of the transaction. You acknowledge that when rolling over such transactions to the next trading day, a premium may be either added or subtracted from your Account with respect to such rollover transactions. We advise you that the charges, as specified at the Website, are multiplied by three (x3) on the following times:
- (i) For all CFDs except the CFD types specified in point (ii) below and the CFDs available for trading 7 days a week - on each Friday at 22:00 GMT (21:00 during summer time);
  - (ii) For CFDs in currencies (FX) - on each Wednesday at 22:00 GMT (21:00 during summer time);

We inform you that CFD transactions, where trading is enabled 7-days a week, are charged on a daily basis and are not subject to the Friday/Wednesday multiplication factor applicable to other transactions. All rollover charges will show up in your Account as "Swap" charges or credits depending on the Trading Platform that you are using.

- 14.5. Unless otherwise specified, a CFD that is linked to a financial instrument which is a Future has an expiration date. However, you should be aware that CFDs in Futures are not traded up until the exact expiration date of the underlying Future. Instead, CFDs, unless the relevant CFD Order is closed by you, are automatically rolled over to the next underlying Future contract and price, usually, on the last Friday (or, in case of CFD in Cryptocurrencies, Thursday) before the official expiration day. This is known as the Expiration Rollover.
- 14.6. We may inform you about any projected expiration of underlying Future contracts through our Website. However, note that we cannot provide adjustment information about the rollover in advance and before the adjustment occurs. Therefore, where you have open positions that you do not wish to have rolled over to reflect effectively the new tradable Futures contract, you

should close the position(s) and/or cancel Orders before the rollover date and open a new position, at your discretion, afterwards.

- 14.7. The price difference between the price of the expiring Future contract underlining your original CFD Order as at the expiration date and the price of the rolling over (new) Futures contract underlining your effectively new CFD Order (being the next underlining Future price referred to above) will be debited/credited to your Account by means of negative/positive adjustments into your Account, relative to the size of your order. Whenever an Expiration Rollover occurs, we will charge you an amount (which will be include within "Swap" or "Expiration Rollover" charges depending on the trading platform you are using) which shall be equal to the Spread of the CFDs being rolled-over. This effectively aligns to the cost that you would have incurred if your CFD Order would have been closed on the expiration date and you would open a new CFD Order based on the new Future contract. These charges (included in the "Swap" or "Expiration Rollover" charges depending on the trading platform you are using) shall be determined by us from time to time, in our absolute discretion. You hereby authorise us to subtract such charges from your Account without your prior consent having regard to the disclosures made herein.
- 14.8. Notwithstanding anything to the contrary, any stop loss/take profit, entry stop or entry limit orders attached to your original CFD Order in the underlying Future contract before it is rolled over pursuant to this Clause 14, will be adjusted to symmetrically (point-for-point) reflect the price differences between the expiring underlying Future contract and the new CFD Future contract that your position will be automatically rolled over into. New stop loss/take profit levels will therefore automatically symmetrically apply to the new CFD Future contract, based on the distance you selected for such loss/take profit levels for the original CFD Future contract.
- 14.9. We may inform you about any projected expiration of underlying Future contracts through our Website. However, note that we cannot provide adjustment information about the rollover in advance and before the adjustment occurs. Therefore, where you have open positions that you do not wish to have rolled over to reflect effectively the new tradable Futures contract, you should close



the position(s) and/or cancel Orders before the rollover date and open a new position afterwards. For further information about please refer to our [Order Execution Policy](#).

- 14.10. For swap free accounts, due to their nature, the aforementioned actions shall be effected through manual credit or debit adjustments, to reflect the difference on the Price between the old expiring contract and the new contract. The calculation formula and prices used are the same as prescribed for the normal (non-swap free) procedure. Any such manual adjustments will not affect your Equity.
- 14.11. We reserve the right at any time to apply the swap free accounts procedure and reflect the difference to the Price through manual adjustments instead of through swaps or other charges. The provisions of this Clause 14 are subject to the provisions of the Order Execution Policy.
- 14.12. In case the liquidity of the underlying Future for the CFD that is due to expire is low, we may, at our discretion, effect the rollover on an earlier date than the prescribed one.
- 14.13. All rollover adjustments are calculated in the currency the underlying financial instrument is denominated in. In case the Account is in a different currency, we will, through our Electronic Trading System, automatically convert this to the Base Currency of the Account.
- 14.14. The provisions of this Clause 14 are subject to the provisions of the Order Execution Policy which you are asked to refer to.

## 15. NEGATIVE BALANCE PROTECTION

- 15.1. We provide you with “negative balance protection” for your Account. This means that your losses can never exceed your Equity.
- 15.2. In some jurisdictions, where we are required to do so in accordance with the local Applicable Laws and Regulations, we may offer you additional protection mechanisms, limiting your maximum potential losses. Where we offer you such additional protection mechanism these will adhere to the requirements of the local Applicable Laws and Regulations, noting however in the case of Price Slippage or Market Gapping occurring, your Order may be executed at a price materially different to proposed execution price indicated at the time of placing the Order and in such cases such additional protection mechanisms will be

correspondingly affected. Details of any such additional protections that may be available to you shall be communicated to you by the Company by e-mail or via the Electronic Trading Platform. You understand and agree that any such additional protection mechanisms referred to in this Clause 15.2 shall only be offered by us if it is so required under the Applicable Laws and Regulations and may not be available to all Customers of the Company.

## 16. PROFITS AND LOSSES

- 16.1. You will have made a profit where you sell to us at the time at which our quoted Price is higher than our quoted Price was at the time at which you bought from us.
- 16.2. You will have made a loss where you sell to us at the time at which our quoted Price is lower than our quoted Price was at the time at which you bought from us.
- 16.3. Such profit or loss will be adjusted to take into account fees, costs, charges and dividend adjustments. Realised profits will be credited and losses will be debited to your cash balance in your Account. Unrealised profits and losses as per the market conditions existing at the relevant point in time, will be reflected in the profit and loss position and the Equity of your Account. Such unrealised profits and losses will determine your obligation to post Margin with us and will also determine whether any other trading restriction or trading limit which we may have in place at any time, applies to you.

## 17. SINGLE EQUITY AND CRYPTOCURRENCY PRODUCTS

- 17.1. The provisions of this Clause apply in the case of margined trades which relate to CFDs in underlying equities, equity forwards and related products, and CFDs in Cryptocurrencies.
- 17.2. In some regulated equity markets, it may be difficult to take a Short Position. This may be the case for instance if the underlying equity related Financial Instrument is in short capitalisation or is illiquid, or where an Exchange or regulator have prohibited short trading. In such cases we may not be able to provide a CFD with to reflect a short position at all, or you may be charged a supplementary fee by us in order for us to open such a Short Position for you. We will advise you where possible of such supplementary fee in



- advance, based on the date we become aware of such short selling prohibitions.
- 17.3. When trading in CFDs where the underlying asset is a Cryptocurrency, you should be aware that the Cryptocurrencies are not recognized as Financial Instruments for the purposes of MiFID II. Cryptocurrencies are traded on non-regulated decentralized digital exchanges. Accordingly, price formation and price movements of the Cryptocurrencies depend solely on the internal rules of the particular digital exchange, which may be subject to change at any point in time and without notice. This often leads to a very high intra-day volatility in the prices of the Cryptocurrencies which may be substantially higher compared to Financial Instruments recognized under the MiFID II. Therefore, by trading CFDs in Cryptocurrencies you accept a significantly higher risk of loss of your invested amounts which may occur within a very short time frame as a result of sudden adverse price movements of the Cryptocurrencies.
- 17.4. We derive our market and pricing data on the Cryptocurrencies from the digital decentralized exchanges the Cryptocurrencies are traded on. Due to the non-regulated nature of such exchanges, the market data and price feed information provided by such exchanges may be subject to the internal rules and practices of such exchanges which may significantly differ from the rules and practices observed by the regulated exchanges. In particular, you should be aware that the pricing formation rules of the Cryptocurrency exchanges are not subject to any regulatory supervision and may be changed at the relevant digital exchange's discretion at any time. Similarly, such digital exchanges may introduce trading suspensions or take other actions that may result in suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to us. The above factors could result in material adverse effect on your open positions, including the loss of all of your invested amounts. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which we derive our price feeds for the relevant Cryptocurrency, your positions in such Cryptocurrency will be priced at the last available price for the relevant Cryptocurrency, and you may be unable to close or liquidate your position or withdraw any funds related to such position until the trading on the relevant digital exchange resumes (if at all). You accept that where trading resumes again at either the relevant initial digital exchange or on any successor exchange thereof, there may be significant price differential (price gapping) which may impact the value of your CFD positions in the relevant Cryptocurrencies and result in significant gains or losses. In the event that the trading resumes on any other successor exchange than the relevant initial digital exchange, the Company reserve the right to perform adjustments in order to neutralize the effect of the price difference of the two exchanges. Where trading does not resume your entire investment will potentially be lost altogether. You agree and accept that you have been informed by the Company of and understand this particular risk, and that you shall take that risk into account when taking any investment decisions in respect of trading CFDs in Cryptocurrencies.
- 17.5. We may, at our sole discretion, by giving you at least 3 (three) days' notice, set an expiration date for CFDs in Cryptocurrencies. Such a date, if set by us, shall be the date falling at least 7 (seven) days after (but excluding) the date of opening by you of a position in such a CFD. Where we set an expiration date for CFDs in Cryptocurrencies under this Clause 17.5, unless you close your position in any CFD in Cryptocurrency before its expiration date, such a position shall be closed by us (and you hereby authorize us to do so) at our prices at that date, having regard to our best execution obligations that we owe to you. For example, the calculation of the 7 days' expiration period shall be as follows:
- where you opened your CFD position before 21:00 GMT (summer time)/22:00 GMT (winter time), your position shall expire on 21:00 GMT (summer time)/22:00 GMT (winter time) on the seventh day after the date of opening of the position;
  - where you opened your CFD position after 21:00 GMT (summer time)/22:00 GMT (winter time), your position shall expire on 21:00 GMT (summer time)/22:00 GMT (winter time) on the eighth day after the date of opening of the position.
- 17.6. When trading CFDs in Cryptocurrencies, you represent and warrant to us that you fully understand and agree with the additional risks associated with such trading, as set out in Clauses 17.3-17.5 above. For the avoidance



of doubt, all other terms of this Agreement are fully applicable to you when you trade CFDs in Cryptocurrencies.

- 17.7. Notwithstanding anything to the contrary in this Agreement, Safecap shall have a right, acting reasonably and in response or in anticipation of market volatility, to change the features and product characteristics of any CFDs in Cryptocurrency products offered by Safecap, by giving you at least 3 (three) calendar days' prior notice or any such shorter notice if we deem it necessary, acting reasonably, in light of the prevailing market conditions. Such changes may include, but are not limited to, the change of the expiration period for our CFDs in Cryptocurrencies (if any) to any shorter or longer period or the introduction or amendment or termination of any other features applicable to such CFDs. It is understood and agreed that any changes introduced by us under this Clause 17.8 shall apply to all of your trades in CFDs in Cryptocurrencies, whether Buy or Sell, and shall apply also to all of your positions in CFDs in Cryptocurrencies, including those positions that exist as at the effective date of any notice of change that we may give to you under this Clause 17.7.

## 18. CORPORATE ACTIONS

- 18.1. Corporate Actions can have an impact on the price of the Financial Instruments and thus on the price of their corresponding CFDs in which we provide Prices. A Client who performs a transaction in a CFD has no ownership of the underlying Financial Instrument. However, in the event of a Corporate Action on the underlying Financial Instrument of a CFD, the Company shall make the relevant adjustments in the Account to reflect the economic effect of the Corporate Action on the price of the CFD. This can be done through a cash adjustment and/or a position adjustment in the Account before or after the date set for the Corporate Action ("Effective Date"). In cases where the relevant CFD is comprised of several underlying Financial Instruments (a "Blend" CFD), then, where any such Financial Instrument is subject to a Corporate action, we will make relevant adjustments in your Account based on the weight of that Financial Instrument on the total value of the Blend CFD, as more specifically described in the Order Execution Policy. In cases where any such Financial Instrument in a Blend CFD is delisted or subject to merger or acquisition announcement in respect of the issuer thereof, we reserve the right to close your open positions on the Blend CFD at our prices as at the date of closing.
- 18.2. If: (i) a Corporate Action occurs in relation to a Financial Instrument which is underlying any CFD open position which you have with us, or (ii) Asset Material Adverse Change occurs; or (iii) our market exposure in respect of any Financial Instrument or other instrument exceeds our internal exposure limits, we may exercise any of the following rights, provided that in doing so we shall act reasonably and shall use our reasonable efforts to preserve the value of your open positions having regard to our duty to treat our customers fairly and our best execution obligations to you:
- a) Change our Prices;
  - b) Change any trading limits which we may have in place;
  - c) Change any Margin or Leverage parameters;
  - d) Change the opening Price, opening stake or opening size of any position;
  - e) Require (by a reasonable advance notice) that you close any open positions which you may have in the affected Financial Instrument or other instrument, and, should you fail to do so, close such positions at our Price;
  - f) Open new position for you in any relevant new Market;
  - g) Freeze the Account including the opening or closing of any or all affected positions and suspend any trading activity between us until the relevant adjustments are performed;
  - h) Set the CFD of which its underlying Financial Instrument is subject to the Corporate Action on a close-only mode, in which case no new positions may be opened and
  - i) Make the relevant adjustments in your Account to restore the Account's Transactions in the underlying Financial Instruments which were (post the Effective Date) or are to be (prior to the Effective Date) affected by a Corporate Action. Such adjustments shall be executed at the then-current market prices which may be different than the Prices at which the original Transactions were executed.



- j) Restrict or disable opening of any new Sell and/or Buy Positions in the affected Financial Instrument or other instrument.
- 18.3. Where you hold either a Short Position or a Long Position in an underlying Financial Instrument which had been subject to a split or reverse split, we may proceed with a position adjustment in order to make the necessary adjustment to the Price and trade size of the Financial Instrument to reflect the split or reverse split economic effect at the Account. In this case, we may close-out the position in the Account and reinstate the position under a new underlying Financial Instrument with the adjusted Price to reflect the effect of the split or reverse split.
- 18.4. In case where you hold a Long Position, the underlying Financial Instrument of which had been subject to a split, we may proceed with a positive adjustment to your Account. Where you hold a Long Position and the underlying Financial Instrument has been subject to a reverse split, we may proceed with a negative adjustment to your Account.
- 18.5. In case where you hold a Short Position, the underlying Financial Instrument of which had been subject to a split, we may proceed with a negative adjustment to your Account. Where you hold a Short Position and the underlying Financial Instrument has been subject to a reverse split, we may proceed with a positive adjustment to your Account.
- 18.6. We reserve the right to reduce Leverage ratios for CFDs in Financial Instruments that may be the subject of actual or anticipated Corporate Actions, in order to address likely market and Financial Instrument volatility. Where possible we will give you 1 day notice of such change so as to enable you to take the action you consider appropriate.
- 18.7. The abovementioned measures may be applied on one or more Accounts, pre or post the effective date of the Corporate Action, within a reasonable timeframe and in doing so we shall use reasonable efforts to minimise the disruption of the use of the Accounts.
- 18.8. In cases where we exercise our rights as stated above, we shall use reasonable endeavours to notify you as soon as reasonably practicable.

## 19. TRADE CONFIRMATIONS AND ERRORS

- 19.1. Confirmations for all Transactions that we have executed on your behalf on that trading day will be available on your Account accessible online, which is updated constantly as each Transaction is executed.
- 19.2. You may also view your cash position, Equity and Margin Level on the relevant Electronic Trading Platform on which you are trading.
- 19.3. You are responsible for reviewing trade confirmations as well as your cash position, Equity and Margin Level, ensuring their correctness and determining at your sole and entire discretion the actions you will take. We shall, on your request, provide you with such clarifications or explanations as may be reasonably required explaining any trade confirmation as well as your cash position, Equity and Margin Level. None of these clarifications or information we provide should be construed or interpreted to comprise any form of recommendation or advice on action you should or should not take.
- 19.4. If there is a manifest error in any statement or display or other information provided or statement made by us, we may, acting reasonably and in good faith, void any Transaction or refuse to accept any order and/or reverse the effect of any Transaction or amend any trade so that the relevant trade is effected as if the error was not made.
- 19.5. If you believe that a trade confirmation or your cash position, Equity and Margin Level as displayed are incorrect, you must notify us in writing immediately. You should notify us of any error in any trade confirmation or Equity or your Margin Level as soon as reasonably practicable and in any event within 30 days of the trade confirmation being made available to you or the cash position, Equity or Margin Level being displayed. Failure on your part to do so will result in the relevant trade confirmation or your cash position, Equity or Margin Level as displayed being considered as final and binding on you.
- 19.6. In exercising the above rights we shall at all times act reasonably and shall inform you as soon as reasonably practicable of becoming aware of an error.



## 20. SWAP FREE ACCOUNTS

- 20.1. In the event the Client, due to their observance of their religious beliefs, cannot receive or pay interest, such Client may apply, by completing and submitting to the Company an application form which shall be provided to you on your request (this form may be amended by the Company from time to time) or via such other procedure as the Company may designate from time to time in its sole discretion, for their Account to be designed as a Swap Free Account not charged with or entitled to, premiums and/or rollovers and/or interest ("**Swap Free Account**"). The client hereby confirms and/or accepts and/or declares that a request to render their Account Swap Free shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. The Company reserves the right to refuse accepting the request of a client to designate their Account as a swap free account, upon its sole and absolute discretion which shall be conclusive and undisputable upon the Client.
- 20.2. In the event that the Company suspects that a Client is abusing the rights conferred to them by the classification of the Account as Swap Free Account, the Company has the right, without prior notice, to proceed with one or more of the following:
- a) The Company may add commission upon each and every one of the trades executed on the Swap Free Account; and/or
  - b) The Company may cancel the special rights and/or conditions conferred to the Account due to its classification as Swap Free Account, recall the designation of the Account as Swap Free Account and render it a normal trading Account; and/or
  - c) The Company may restrict and/or prohibit the client from hedging their positions; and/or
  - d) The Company may, upon its sole discretion, close any open positions and reinstate them upon the then prevailing market price. The client hereby, acknowledges, agrees and accepts that he / she shall bear all costs derived from the aforementioned action, including but not limited to, the cost on the change of the Spread.
- 20.3. The Company offers, at its discretion, swap free (or "Islamic") accounts for any clients who, for religious reasons, may choose not to receive

or pay daily swap fees. Clients with Swap Free Accounts shall be allowed to trade in selected CFDs in underlying Financial Instruments which shall be selected by the Company also in its sole discretion and in accordance with its internal policies. The list of such underlying Financial Instruments (or the list of those CFDs for which Swap Free trading will not be permitted) shall be notified to each Client whose account is designated as Swap Free Account.

- 20.4. Where you have a Swap Free Account, you are obliged to close any open CFD position within 45 (forty-five) calendar days of opening thereof. In the event of your failure to do so, the Company shall have a right to treat any such instance as an abuse by you of the terms of operation of such Swap Free Account and take any of the actions specified in paragraphs (a) to (d) of Clause 20.2 above and/or charge to such open CFD positions the rollover charges in accordance with Clause 14 hereof, in each case with retroactive effect.
- 20.5. The Company reserves the right to terminate swap free privileges at any time, provided it provides notice to the clients as stipulated in this Agreement."
- 20.6. Swap Free Accounts are liable for dividends, other corporate actions and daily funding charges which will be reflected in the relevant Account statements.

## 21. TERMS APPLICABLE TO SPECIFIC TRADING PLATFORMS

- 21.1. The Orders which may be placed on each Electronic Trading Platform and the terms applicable to your trading activity with us are as set out in the Order Execution Policy in respect of each Electronic Trading Platform on which you trade with us.

## 22. ELECTRONIC TRADING TERMS

- 22.1. You will be responsible for providing the System to enable you to use an Electronic Service.
- 22.2. You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.
- 22.3. **We may execute all Transactions upon you placing them with us on the terms received by us.**
- 22.4. **We shall have no liability for any losses which you suffer as a result of Transactions which you**



- place or are placed on your behalf incorrectly or unintentionally or for Orders or instructions which are not received by us. Unless we are specifically notified of the contrary, we are entitled to assume that Orders which appear to be placed on your behalf are validly given by you, and all Transactions resulting from such orders shall be conclusively binding on you. Unless we expressly agree otherwise in writing, you have no right to cancel, amend or revoke any Transaction on the basis that it was not given by you or was given erroneously or accidentally or on the basis of any incorrect understanding.**
- 22.5. **Without prejudice to the above, we have no obligation to accept any Order or to effect any Transaction and we may decline to accept or act upon any order or give effect to any Transaction without providing any reason.**
- 22.6. When using an Electronic Trading Platform, you must:
- ensure that the System is maintained in good order and is suitable for use with such Electronic Trading Platform;
  - where we request, run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
  - carry out virus checks on a regular basis;
  - inform us immediately of any unauthorised access to an Electronic Trading Platform or any unauthorised Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and
  - not at any time leave the terminal from which you have accessed such Electronic Trading Platform or let anyone else use the terminal until you have logged off such Electronic Trading Platform.
- 22.7. In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Trading Platform, you shall immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Trading Platform until you have received permission from us to resume use.
- 22.8. All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Trading Platforms remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Trading Platforms or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Platforms or their software elements, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Trading Platforms and their software elements made in accordance with applicable law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the Electronic Trading Platforms and their software elements made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts such copies.
- 22.9. We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Trading Platforms may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Trading Platforms for this reason.
- 22.10. Neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Trading Platform.
- 22.11. We do not accept any liability in respect of any delays, inaccuracies or errors in Prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers (such as price feed providers, liquidity providers, regulated stock exchanges, other execution venues) with which we may collaborate. Our obligations in this respect relate solely to selecting such providers with proper skill and care having regard to their competencies and credentials.
- 22.12. We shall not be obliged to execute any instruction / Order which has been identified or we reasonably believe was based on errors caused by delays of the system to update





- Prices and do not reflect the real prices in the relevant underlying market. We do not accept any liability towards executed trades that have been based and have been the result of delays as described above.
- 22.13. We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Trading Platform or on any software provided by us to you in order to enable you to use the Electronic Trading Platform, provided that we have taken reasonable steps to prevent any such matters.
- 22.14. You shall ensure that no computer viruses, malware or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.
- 22.15. We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of the Electronic Trading Platforms. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Trading Platform by using your designated passwords or access codes whether or not you authorized such use.
- 22.16. We shall not be liable for any act taken by or on the instruction of an exchange, clearing house, execution venue or regulatory body.
- 22.17. We may suspend or permanently withdraw an Electronic Trading Platform, or change the composition, mode of operation, availability or any trading limits, by giving you 24 hours written notice.
- 22.18. We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Trading Platform, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Laws and Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Trading Platform may be terminated automatically, upon the termination (for whatever reason) of:
- a) any licence granted to use which relates to the Electronic Trading Platforms; or
  - b) this Agreement.
- 22.19. In the event of a termination of the use of an Electronic Trading Platform for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Trading Platform and any copies thereof.
- 22.20. The provisions of this Clause 22 apply without prejudice to any other terms of this Agreement, relating to the limitation of liability and indemnities.
- 22.21. Use of robots, automated trading systems and generally algorithmic trading and high frequency algorithmic trading through our Electronic Trading Platforms (collectively "Algorithmic Trading") is permitted only with our prior written consent.
- 22.22. In all cases where you have received our prior written consent to such Algorithmic Trading, such trading is subject to the following terms:
- a) Simultaneous use of different trading devices is prohibited.
  - b) You are required to test software, equipment and devices prior to using them for the purposes of the trading activity. You are solely and fully responsible for any errors or failures or other consequences of any automated systems which you use.
  - c) Where we permit electronic communications through a customised interface, such communications will be subject to the terms and condition which apply to the use of such interface.

## 23. CANCELLATION AND WITHDRAWAL OF ORDERS

### YOUR RIGHTS

- 23.1. You may cancel this Agreement within 10 calendar days of the client acceptance notification ("**Cancellation Period**"). You may exercise your right of cancellation of this Agreement by notifying us in writing in accordance with the provisions of **Clause 39 ("Communications")**. If you cancel this Agreement during the Cancellation Period, we will close all your open positions and cancel all your orders, we will return any amounts due to you, as adjusted to take into account



your trading profits and losses as well as your liabilities to us including fees and charges due to us in accordance with the provisions contained herein.

## OUR RIGHTS

23.2. Subject to the provisions of Clause 23.1 above, non-market Orders may be cancelled via the Electronic Trading System. We can only cancel your orders if you explicitly request so, and provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. We shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

## 24. LEVERAGE

24.1. By entering into this Agreement, you acknowledge, agree and accept that you understand the concepts of Leverage and Margin.

24.2. Trading on leveraged capital means that you can make trades with values that are significantly higher than the funds you actually invest, which only serve as the Margin. High Leverage can significantly increase the potential return, but equally it can also significantly increase potential losses. The leverage is specified as a ratio, such as 1:25, 1:50, 1:100, 1:200, 1:300 or such other ratio that we may introduce from time to time.

24.3. You can select and use the selected Leverage ratio for any specific CFD class or individual CFD on an ongoing basis and nothing in this Agreement should be construed as Safecap recommending any specific leverage level for you. The leverage limits for Retail Clients are subject to:

24.3.1. The individual Leverage levels we set from time to time at our entire discretion based on our Leverage and Margin Policy.

24.3.2. Notwithstanding the fact that you may be allowed to change the Leverage, when and as permitted hereunder, you understand and agree that the Leverage levels applicable to your existing open Positions cannot be changed by you and shall not be affected by any

changes in the Leverage levels that may be introduced by us. This means that only the positions you open after the Leverage level changes are introduced, shall be affected by the same.

24.3.3. Our classification of you as either an Experienced Retail Client or a Less Experienced Retail Client based on our initial assessment of your knowledge and experience in trading in complex financial instruments such as CFDs and whether such are appropriate to you as provided in Clause 6 hereinabove.

24.3.4. The default maximum leverage level of 1:50 set by CySEC as our home regulator or any other limits set by other relevant regulators as appropriate, and is also subject to the terms of our Leverage and Margin Policy. In all cases, Less Experienced Retail Clients cannot select a leverage level higher than the Default Leverage Limit. You are solely responsible for selecting and setting your leverage level for CFDs on an ongoing basis.

24.3.5. We reserve the right to apply leverage ratios to a particular asset class or part thereof (e.g. the Commodities asset class) and not to individual financial instruments within such asset class.

24.4. Without prejudice to any other rights which we have under this Agreement, where we allow you to trade at Leverage levels which are higher than the Default Leverage Limit, we may at our discretion, impose additional conditions or restrictions, including without limitation, requiring you to perform a number of trades at a lower leverage level, conducting additional or other appropriateness tests and/or imposing restrictions on the amount which you may invest.

24.5. Subject to the above, changes to the leverage ratio can be effected in accordance with the [Leverage and Margin Policy](#) set out in. Details regarding the various leverage ratios which you may select in respect of different asset classes can be found at our Leverage and Margin Policy.

24.6. **Notwithstanding the provisions set out above, we may restrict the default and/or any selected Leverage ratios at any time and without notice if we consider this to be in your best interest, or this is required under the Applicable Laws and Regulations or we, at our entire discretion, consider it necessary**



**having regard to prevailing or expected market conditions and volatility. Whilst we endeavour to give you reasonable notice of such action, you acknowledge and agree that especially at times of increased actual or expected market volatility caused by either foreseen or unforeseen political and economic events, we may proceed to such changes whilst notifying you of these only at the same time.**

## 25. MARGIN

- 25.1. Leverage ratios are also expressed in percentage terms and comprise the Margin requirements for your Account. For example at the Default Leverage Limit ratio of 1:50, the Margin required is 2%. Upon opening a Transaction, this Margin amount will be required to be held as collateral (otherwise known as “Initial Margin”) and to be maintained at all times until and subject to close out or termination of the relevant Transaction. The Margin payments required vary depending on the Leverage ratio of the CFD and the underlying Financial Instrument and the contract value of the Transaction. Details of our policy regarding the Margin requirements applicable to each CFD can be found at our Leverage and Margin Policy. The minimum level of Margin Level required for maintaining any open positions at any point in time is 50%, subject to Clause 25.4 below.
- 25.2. Your obligation to comply with the Margin requirements and maintain the relevant Margin Level as this applies to your open positions under all your Transactions with us, is a continuing obligation to which you are subject throughout the period during which a Transaction is open and exists independently or whether or not we provide you with any warning as to your obligation to maintain the relevant Margin Level and the consequences of your failure to do so. Where we are obligated or elect to warn or notify you of insufficient Margin hereunder, we shall, at our discretion, do so by means of e-mail and/or SMS and/or push notification and/or by means of our electronic trading platform.
- 25.3. Where we effect or arrange a Transaction you shall comply with the Margin requirements applicable to such Transaction. Your failure to do so will constitute an Event of Default and will trigger close out of your position in respect of which you have failed to make payment of the required Margin.
- 25.4. Where you fail to provide Margin in clear funds received by us by the time at which your Margin Level reaches 50% (“Close Out Level” or “Margin Close Out Level”), we have the right to begin closing out all positions in relation to the Transactions for which you have failed to provide Margin, starting from the positions which are most unprofitable for you. Where the Margin Level drops at or below 50% we will proceed with close out without further reference to you. There will be no further warning before close out. Any such closing out under this Clause 25.4 shall be performed in compliance with our duty of best execution to you, in accordance with our Order Execution Policy.
- 25.5. Where you carry out trading activity on the Markets Web/Mobile Trading Platforms, we may send you an email and/or notification in the event that the value of your positions falls below 70%, or such other level as we may determine in our sole discretion, of the Initial Margin requirement as an early warning. We are not under an obligation to provide you with such warning and failure on our part to send you any such warning shall not give rise to any claim against us, whether in contract or otherwise, and does not affect any of our rights hereunder. We will not be providing you any warnings or notifications where you are a client using the MT4 and MT5 Electronic Trading Platform.
- 25.6. You shall be solely responsible for monitoring your position in respect of any Transaction and remaining informed at all times regarding the amount of Margin which may be payable by you at any given point in time, and any changes in Margin that may be introduced by us pursuant to Clause 25.7 below. We are under no obligation to contact you or give you any oral or written warning as to your failure to comply with the applicable Margin requirements. Safecap and the Group shall under no circumstances be liable for any direct or indirect loss suffered by you as a result of your failure to make timely payment in cleared funds of Margin amounts due by you.
- 25.7. We reserve the right to modify the Margin requirements applicable to any new (but not existing) positions of our customers for the purpose, inter alia, of preventing abusive trading and managing our market exposure in the following circumstances:



- We may change the Margin requirements applicable to any positions opened less than 1 (one) hour before the closing of the market of the underlying Financial Instrument (or other instrument) of the CFDs;
- We may change the Margin requirements applicable to any positions opened less than 1 (one) hour after the opening of the market of the underlying Financial Instrument (or other instrument) of the CFDs;
- We may change the Margin requirements applicable to any positions opened less than 1 (one) before and after any schedule earnings reports or announcements by the issuers of the underlying Financial Instrument (or other instrument) of the CFDs;
- Where changes in Margin are necessary to control our total exposure, as stipulated in Clause 13.2 hereof.

Notwithstanding the above, we reserve the right to alter the timeframes for Margin changes stipulated in this Clause 25.7 in the event of unforeseen changes in the market conditions or where it is otherwise necessary to prevent abusive or manipulative trading. You are advised to monitor our Electronic Trading Platforms and the Website for up-to-date information regarding the Margin requirements.

- 25.8. Margin must be paid in freely available cleared funds, in such currency as is acceptable to us. In the absence of fraud or gross negligence on our part, we shall have no responsibility with regard to the consequences of any failure of a Margin payment to be made to us within the required timeframes in freely available cleared funds.
- 25.9. You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.
- 25.10. In addition, and without prejudice to any rights which we may have under this Agreement or any Applicable Laws and Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf, to the extent of your liabilities to us, until the satisfaction of your financial obligations to us.
- 25.11. If there is an Event of Default or this Agreement terminates, we shall set-off the balance of Margin owed by you to us as well as any other financial

obligations you may have due to us (as reasonably valued by us) against any amounts payable by us to you, before we return any remaining funds on your Account to you. The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 32 ("**Events of Default, Netting and Close Out**").

- 25.12. Safecap may vary the required Margin and Close Out Level by giving you 10 (ten) calendar days prior notice in accordance with the provisions of Clause 46 ("**Amendments to this Agreement**"). We may vary the required Margin with immediate effect without prior notice where the following circumstances arise or it is reasonably likely or possible that they will arise (in each case in the reasonable opinion of Safecap):
- a) Severe disruption in the financial market or material adverse changes which may affect one or more Transaction;
  - b) Any developments or news or events which may have a material adverse effect on one or more Transactions;
  - c) Significant volatility affecting one or more Transactions or the prices of one or more of the underlying financial instruments that comprise CFDs for which you maintain open positions;
  - d) Any significant changes to your own circumstances or the laws and regulations to which you are subject, which may significantly impact any one or more open Transactions between us and you, and
  - e) Any significant changes or anticipated changes to the Applicable Laws and regulations to which we are subject and which may significantly impact any one or more open Transactions between us or our business of dealing in CFDs in general;
  - f) any actual or anticipated changes in the Applicable Laws and Regulations regarding the protection of Retail Clients.
- 25.13. The provisions of this Clause 25, are without prejudice to any other rights which we may have under this Agreement.
- 25.14. You understand and acknowledge that you shall be solely responsible for the assessment of the suitability of any investment which you make through us and that you rely on your own judgment or advice from other advisors to which you may have access or which you may engage for this purpose.
- 25.15. In the absence of fraud or negligence on our part, we shall not be liable for any direct or



indirect, pecuniary or other loss, including loss of opportunity suffered by you as a result of any mistake or incorrect understanding or assessment of the risk involved in or consequences of any Transaction which you make with or through us, or for adverse consequences on your ability to meet your any of your financial obligations or commitments. The provisions of this Clause 25, are without prejudice to the provisions of Clause 34 (“**Exclusions, Limitation and Indemnity**”).

- 25.16. You expressly acknowledge that you have read, understood and accept our [Risk Disclosure Statement](#).

## 26. TRADING INCENTIVES AND LOYALTY AWARDS

- 26.1. Further to the regulation of CySEC in respect of bonuses and other awards (collectively “**Incentives**”) we do not offer any Incentives that may breach our duty to act fairly towards you and incentivise you to engage in trading in complex Financial Instruments. Where you are a client that has engaged in trading with us prior to the date of the release of this Agreement which is 29 January 2017, you will still be entitled to such Incentives until these are taken up or lapse, which ever happens earlier. These Incentives will be subject to their initial Terms and Conditions by which they were issued, including with respect to their take up and expiry period.
- 26.2. Other than the above, as at the date of this Agreement, clients are only provided with non-trading related Incentives, as these are depicted in our [Terms and Conditions for Incentives and Loyalty Awards](#).

## 27. CUSTOMER ACCOUNTS AND DEPOSITS

- 27.1. Before you can place an Order with Safecap, you must deposit sufficient clear funds in your Account with us. Only deposits from a bank account or through other payment methods in your own name will be accepted by us and credited to the Account. Any funds remitted by any third party will be returned to the source of deposit or blocked if refund is not possible. In certain cases, a Client may be requested to confirm/declare ownership of the payment method or provide supporting documentation proving ownership of the payment method.

We shall not be held liable for accepting and crediting funds to a Client's Account subject to such declarations or proofs which are then found to be false, falsified or in any way manipulated. We will not accept any payment from any third party and we shall not pay any funds due to you by us to any third party even if you expressly require us to, unless we are acting within the instructions of any court or probate order or any direction or order of any regulatory authority.

- 27.2. You may open your Account with us in USD/EUR/GBP/CAD/JPY or in any other currency that we may advise and / or consent to from time to time. Any funds which are not in one of the above currencies will be converted into one of the above currencies and such conversion may entail fees imposed by the relevant credit or payment institution effecting the conversion at the time we request such conversion. Deposits made in currencies other than the Account(s) balances will be calculated and reported to you in the currency in which Account(s) are maintained.
- 27.3. We do not allow joint trading Accounts unless these are held jointly by natural persons who are First Degree Relatives and are pre-approved by us in writing.
- 27.4. The Company reserves the right, at its sole and absolute discretion, to limit the number of Accounts that you may have with the Company simultaneously at any time or refuse opening more than one Account to any Customer. In the event of the Company taking a decision to limit the number of your open Accounts, the Company may, by giving a prior notice to you, consolidate all your open positions under 1 Account only and close any additional accounts that you may have. Similarly, the Company may, by giving you a notice, restrict you from opening any new positions on the Accounts that the Company has elected to close, in which case such accounts shall be closed by the Company upon expiration or closure of your open positions on such Accounts. For the avoidance of doubt, closure of Accounts under this Clause 27.4 shall be effected having regards to the duty of best execution that the Company owes you. Notwithstanding anything to the contrary, the Company reserves the right to merge your Accounts with the Company where doing so is necessitated by the market circumstances (as determined by the Company in its sole discretion, acting reasonably). In such a case,



we will endeavour to provide you a prior notice of such merger, however where in response to exceptional market circumstances it becomes necessary in our reasonable opinion to merge your Accounts as part of our risk management practices, we may not be able to provide such prior notice. In such circumstances, we will inform you of such merger within the Business Day that such a merger has taken place.

27.5. Where your Account held with us, is jointly owned in accordance with Clause 27.3 above:

- a) Each joint account holder will be jointly and severally liable for all obligations to Safecap arising in respect of your trading activity;
- b) Each of you is separately responsible for complying with the terms of this Agreement;
- c) If there is a dispute between you which we know about, we may insist that both of you authorise written instructions to us, otherwise we will accept orders and any other instruction (including instruction to remit funds from your Account back to you) from any one of the two of you;
- d) If one of you dies, the survivor(s) may continue to operate the Account;
- e) Where one of you provides personal and financial information relating to other joint account holders for the purpose of opening or administering your Account, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Agreement;
- f) We will undertake our duties and obligations with respect to assessing knowledge and experience for at least one of the two joint account holders;
- g) Any of the two of you may request closure and the redirection of the Account balances, unless there are circumstances that require us to obtain authorization from both of you;
- h) Each of you will be given sole access to the balance of the joint Account to your joint Account. Should you wish to withdraw these funds from your trading account, at least one of the joint account holders will be required to complete and sign a withdrawal form. Upon receipt of the completed and signed withdrawal form you will be granted permission by Safecap to withdraw funds up to the amount you

initially deposited, provided that the conditions for withdrawals stipulated in this Agreement are satisfied. Safecap will credit the amount withdrawn in the same bank account from where the funds were originally debited.

- i) In order for this Agreement to be valid and binding it is required that both joint Account holders accept the terms of this Agreement and in case any of the two Account holders wish to terminate this Agreement and close the joint Account held with Safecap, the written consent of both joint Account holders shall be required for such termination and closure, in accordance with the provisions of this Agreement;
- j) In case where we wish to terminate this Agreement and close a joint Account for any reason under this Agreement, any notification to this effect shall be sent by us only to the relevant e-mail that has been provided to us at the time of registration of such joint Account;
- k) We have the right to amend the terms and conditions of this Agreement in relation to joint Accounts provided we give you Notice as required under Clause 39 ("**Communication**").

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

- a) if you fail to provide us with any documents which we request from you either for client identification purposes or for any other reason, including with respect to verifying the source of your wealth;
- b) if we suspect or have concerns that the submitted documents may be false or fake;
- c) if we suspect you are involved in illegal or fraudulent activity or you engage in abusive trading practices;
- d) if we have been informed that your credit or debit card (or any other payment method used) has been lost or stolen;
- e) where we consider that there is a chargeback risk;
- f) where we cannot identify you as an original remitter of the funds or where we are unable to return the funds to the same source of payment; and/or
- g) where we do so in order, in our reasonable judgment, to comply with Applicable Laws



- and Regulations;
- 27.7. In case of cancelled deposits, and if there is not an actual or potential confiscation or freezing of your funds by a regulatory supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the account that have been initially received from. We will process all remittances within 1 Business Day of receipt of these requests.
- 27.8. The Company receives your funds from the banks, credit institution, credit card processing companies or other payment processing providers that may be involved in remitting such funds to us, depending on the payment method that you select when transferring the funds to your Account. Based on when we receive notification from the relevant payment processor of such funds being remitted to us, we will endeavor to process your remittance and credit your account within the shortest timeframe possible and in no event later than 24 hours from such notification. You should be aware, however, that the actual time of processing may vary between the payment methods and processing time of any past deposits is not indicative and cannot guarantee that any subsequent deposits would be processed in the similar timeframe.
- 27.9. Where a bank or other financial institution where we hold a Client's money pays us interest on such funds, we will credit to such Client's Account amounts equal to the interest we so receive as adjusted by our reasonable costs and expenses associated with processing any such payment.
- 27.10. We may, at our sole discretion, pay to the Clients interest in addition to the interest paid under Clause 27.6 above. Where we elect to exercise such an option, we will take reasonable steps to notify you of this through our Electronic Trading Platforms or other means. Payment of any interest under this Clause 27.9 shall be subject to separate terms and conditions which we shall notify you of prior to commencement of payments of any such interest.
- 27.11. You agree that the Company or the banks, credit institutions and payment service providers that we cooperate with may introduce daily, weekly, monthly or other limits on the total amount of money that can be accepted for transfer or transferred by or to us or them (as applicable) at any given time in respect of each individual client or on an aggregated

limit basis (the "**Deposit Limits**"). Where the Company sets the Deposit Limits, we shall endeavor where possible, based on market circumstances, to notify you of the same in advance by posting the relevant information on our Website, Electronic Trading Platforms and/or via other means of communication under this Agreement. Where the Deposit Limits are set by any of the foregoing banks, credit institutions or payment service providers, that may be done with or without notice to us and at the sole discretion of the relevant bank, credit institution or payment service provider. In such cases, we shall use reasonable endeavors to inform you of the applicable Deposit Limits by posting the relevant information at our Website and/or Electronic Trading Platform upon such information becoming available to us.

We accept no liability whatsoever for you being unable to deposit any amounts to your Account(s) with us as a result of the Deposit Limits, and by accepting this Agreement you waive to the fullest extent permissible at law any claim that you may have against us in any jurisdiction as a result you being unable to deposit any amounts to your Account(s) with us due to such limits and any adverse effects thereof. You agree that as a result of the Deposit Limits you may be unable to fund your Account in time to meet Margin and other requirements under this Agreement, and that that may result in your positions being closed in accordance with Clause 25 hereof. You agree that you shall bear the risk of any losses that you may incur as a result of such closure of your positions. You are required to keep yourself up to date on the applicable Deposit Limits by checking the information updates on our Website and/or Electronic Trading Platforms."

- 27.12. You can apply for an Account with the Company or access your existing Account with us through your accounts at Google™ or Facebook™, using respectively Google Connect or Facebook Connect services. To do so, you have to have existing accounts at Google or Facebook. When applying for or accessing your Account with us through Google/Facebook, depending on the Electronic Trading Platform that you wish to trade on, you may be required to set up your own Account passwords using the weblinks that shall be sent to you by the Company.
- 27.13. When you apply for or log in to your Account with us through Google Connect or Facebook Connect, the Company shall have an access



to, and you hereby agree to grant to the Company the access to, your e-mail address that you have registered at Facebook or Google (as the case may be) for the purposes of communicating with you in connection with this Agreement and your trading with Safecap. Depending on the settings of your accounts at Google/Facebook, further personal data that you share publicly at Google/Facebook might be automatically transmitted to the Company. Although any such data shall be erased by us in the event of transmission thereof to us, you must adjust your profile settings at your Google/Facebook profiles or not use your Google/Facebook accounts to access your Account with us, if you wish to prevent any such data transmissions to us.

27.14. We advise you that where you apply for an Account with the Company with your Google or Facebook profiles, the Company reserves the right to reject any such application in its sole discretion. In any event, opening of the Account shall at all times be subject to completion by the Company of the relevant KYC, compliance and verification procedures in accordance with this Agreement and Applicable Laws.

27.15. Using your Google or Facebook accounts to access your Account with the Company may increase the risk of third parties obtaining unauthorized access to your Account by exploiting, inter alia, security vulnerabilities of Google/Facebook. For example, a third party gaining an unauthorized access to your Google or Facebook account, may obtain an access to your Account with the Company. The Company waives, to the fullest extent permissible at all, any liability for any third party gaining such authorized access to your Account. You must immediately notify Safecap upon becoming aware of any person gaining unauthorized access to your Account, or to your Google or Facebook accounts where you use the same to access your Account with us. You should also be aware that Google Connect and Facebook Connect are third-party services, and by using them you become bound by the respective terms and conditions thereof, as published from time to time by Google and Facebook. The Company accepts no responsibility whatsoever for compatibility of Google Connect or Facebook Connect with the Company's Services or Electronic Trading Platform. When you use your Facebook or Google accounts to access your Account with us, you do so at your own

risk, and the Company accepts no responsibility whatsoever for any losses or damages that you may suffer as a result of inability to access your Account or accessing your Account through Facebook Connect or Google Connect or for any viruses, malware and errors that may affect Facebook Connect or Google Connect or your respective accounts with Facebook or Google.

## 28. CLIENT MONEY

- 28.1. We shall treat money held by Safecap on your behalf as Client Money.
- 28.2. We treat money received from you or held by us on your behalf in accordance with the provisions of the Applicable Laws and Regulations regarding holding clients' money.
- 28.3. Safecap keeps and maintains books and accounting records of the Client Money held on behalf of its Clients.
- 28.4. The provisions in this Agreement related to client money, are subject to the terms and conditions of the banks and credit institutions with which such funds are held and through which such funds are transferred.
- 28.5. We co-operate with various credit institutions. A complete list of the credit institutions with which we co-operate can be found at our Website or, where applicable, at the relevant Electronic Trading Platform. A complete list of other payment service providers that we cooperate with can be found at [https://content.markets.com/pdf/payment\\_service\\_providers.pdf](https://content.markets.com/pdf/payment_service_providers.pdf).
- 28.6. Subject to the relevant Margin requirements, the minimum deposit amount which must be standing to the credit of your Account will be set out on our Website from time to time and will in any case not be lower than USD 100 (or the relevant currency equivalent).
- 28.7. Subject to the provisions of Clause 28.5 above, we do not charge fees for deposits or withdrawals of money transferred into or out of your Account with us. It remains however your responsibility to be aware at all times, of the transfer fees and/or any other fees and charges which are charged by the bank, payment service providers and any other service providers which you use for the transfer of funds to and from us.
- 28.8. Where we are faced with a charge back from any financial institution, which chargeback relates to your trading activity with us, we shall





- be entitled to provide such financial institution with such evidence of the client relationship as may be necessary in order for us to demonstrate to the relevant financial institution the existence of a trading relationship and relevant trading activity between us and you.
- 28.9. When you transfer money to your Account with us, the time taken for the funds to appear on your Account depends on the method used for transferring such funds. Deposits and withdrawals of funds can only be made to and from accounts in your own name.
- 28.10. We will endeavour to hold client money on your behalf with authorised credit institutions in the Republic of Cyprus and the European Union, however we may also hold your money outside the European Union. The funds will be kept in bank accounts denominated as clients' funds and clearly segregated from the Company's own funds. Funds deposited may be kept in one or more omnibus accounts with any authorised regulated credit institution which we will specify from time to time and will be held in our name denominated as clients' funds as set out above. The legal and regulatory regime applying to any such bank or payment processing company outside the European Union will be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous proceedings in relation to that bank or payment processing company, your money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Cyprus and the European Union. We will not be liable for the insolvency, acts or omissions of any third party referred to in this clause or for any loss suffered as a result of any shortfall in any omnibus account.
- 28.11. We deposit clients' money held on behalf of our clients in an account and/or accounts opened with a bank or receive funds through payment processing companies, provided that we have exercised all due care, skill and diligence in the selection, appointment and periodic review of such banks and payment processing companies and of the arrangements for the holding and safekeeping of clients' money which they have in place. With regards to the deposit of clients' funds, in the event we do not deposit clients' funds with a central bank, we exercise all due care, skill and diligence in the selection, appointment and periodic review of the credit institution, where the funds are placed and the arrangement for the holding of those funds. We shall take into account the expertise and reputation of the bank as well as the legal and regulatory requirements or market practices related to the holding of Clients' money that could adversely affect the protection afforded to the clients' money. We apply the same principles in the selection of payment processing companies we accept to receive clients' funds from.
- 28.12. We shall take all necessary measures in order to ensure that any clients' money deposited with a bank are identifiable separately from the cash belonging to the Company by means of differently titled accounts on the books of the bank (s) or other equivalent measures that achieve the same level of protection. Similarly, as per the requirements of the Applicable Laws and Regulations, we, on receiving any clients' funds, shall promptly place those funds into one or more accounts denoted as "clients' accounts". We apply the same principles for payment processing companies.
- 28.13. Where necessary, we shall apply diversification as to where clients' money are held, through the maintenance of accounts with several third party banks.
- 28.14. The Company may hold Clients' money in omnibus accounts with financial and credit institutions. In this respect, you are hereby warned that there is a risk of loss emanating from the use of omnibus accounts in financial or credit institutions. In such case it may not be possible to distinguish if the particular Client's funds are held by a certain financial or credit institution. Omnibus accounts may also hold other types of risks including legal, liquidation risk, haircut risk, third party risk etc.
- 28.15. In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution (including payment processing company) where Client's funds are held, the Company (on behalf of the client) and/or the Client may only have an unsecured claim against the financial or credit institution, and the Client will be exposed to the risk that the money received by the Company from the financial or credit institution, is insufficient to satisfy the claims of the Client with claims in respect of the account. The Company does not accept any liability or responsibility for any resulting losses so in the unlikely event of default the proportionate loss shall affect all of



the Company's clients' monies held in omnibus accounts with the financial or credit institution. To mitigate this risk the Clients' funds are being held in few reputable financial or credit institutions following rigorous due diligence and credit risk assessment and constant exposure monitoring is taking place.

- 28.16. You agree that we shall not be liable for any default of any counterparty, bank, payment processing company, custodian or other entity which holds money on your behalf or with or through whom transactions maybe conducted.
- 28.17. Safecap will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, wilful default or fraud.

## 29. WITHDRAWALS

- 29.1. Subject to the terms of this Agreement, including the provisions of Clause 7 ("**Money Laundering, Sanctions and Financial Crime Prevention**"), all Applicable Laws and Regulations, funds may be withdrawn by you from your Account provided that such funds are not being utilised for Margin purposes or have otherwise become owing to us.
- 29.2. Withdrawal of funds is subject to the margin requirements of Safecap and is subject to the right of Safecap to require additional information or documentation prior to releasing funds to your Account in compliance with the provisions of Clause 7 ("**Money Laundering, Sanctions and Financial Crime Prevention**"). Subject to the foregoing, your request for withdrawal of funds will be processed within the same day if received on a Business Day within Office Hours and by the Business Day following the day it was received, in the case of withdrawal requests received outside of Office Hours or on a day which is not a Business Day. We shall keep you informed regarding the processing of your withdrawal request.
- 29.3. Once your withdrawal request is approved, your withdrawal request will be processed by us and sent for execution to the same bank, credit card or other source from which the funds were debited or as we, in our absolute discretion determine, as soon as possible. Withdrawals will be made to a source in your name.
- 29.4. Note that some banks and credit card companies may take time to process payments especially

in currencies where a correspondent bank is involved in the transaction. We shall have no liability for delays caused by such third parties.

- 29.5. Please note that we are required to act in accordance with the Applicable Laws and Regulations at all times and that any failure to complete any information requirements we may set at our discretion acting reasonably, with respect to Clause 7 ("**Money Laundering, Sanctions and Financial Crime Prevention**"), may affect the your ability to withdraw funds.
- 29.6. If you request a withdrawal of funds from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal.

## 30. COSTS PAYMENTS AND CHARGES

### Subject: Costs and Payments

- 30.1. You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organisation and interest on any amount due to us at the rates then charged by us (and which are available on request). A copy of our current charges is published on our Website. Any alteration to charges will be notified to you before the time of the change.
- 30.2. You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us.
- 30.3. All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.
- 30.4. Safecap may share charges with partners, affiliates, intermediary service providers, business introducers and agents (collectively referred to as "Partners") in connection with Transactions carried out in your Account. Partners are receiving remuneration on the basis of a percentage of the spread, a fixed fee and/or based on any other method agreed with them, which may affect the costs associated with your Account, provided the provisions of Applicable Laws and Regulations with respect to conflicts of interest are adhered to. Our Policy for the Management of [Conflicts of](#)



- [Interest](#) sets out how we manage possible conflicts that may arise from such payments.
- 30.5. The information about all our costs and charges, including foreign exchange costs and costs and charges in connection with the investment services that we provide and the underlying Financial Instruments, which are not caused by the occurrence of underlying market risk, shall be aggregated by us to allow you to understand the overall costs to you of trading with us, as well as the cumulative effect on your return of the investment, and where you so request, we shall provide you an itemised breakdown of the foregoing. Where applicable, such information shall be provided to you at least annually. You can see the updated information on our costs and charges in our Order Execution Policy.

### 31. REPRESENTATIONS AND WARRANTIES

- 31.1. If you are a natural person, you represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:
- a) you are of legal age for the purposes of entering into this Agreement which is legally binding on you in accordance with the laws of the jurisdiction in which you reside as well as the jurisdiction in which the Transaction is effected and you have full legal capacity to enter into this Agreement;
  - b) you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is true and correct.
- 31.2. We reserve the right to ask for proof of age from you and any third party or other source and your Account may be suspended until satisfactory proof of age is provided. We may, in our sole discretion, refuse to offer our products and services to any person or entity and change its eligibility criteria at any time.
- 31.3. If you are a legal entity or body you represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:
- a) you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;
  - b) execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you;
  - c) each natural person executing and delivering this Agreement on your behalf, entering Transactions and the performance of all obligations contemplated under this Agreement has been duly authorized by you and has been disclosed to us providing all the necessary information and/or documentation,
  - d) you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction;
  - e) the persons entering into this Agreement and each Transaction on your behalf have been duly authorised to do so and are disclosed to us giving details of the relationship with you by providing all necessary information and/or documentation;
- 31.4. You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:
- a) This Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any legislation, regulation, order, charge, rules of professional conduct or agreement by which you are bound;
  - b) You are not located in any Banned Jurisdiction. We reserve the right to request any additional information which we deem necessary, in form and content satisfactory to us, in order to verify compliance with this paragraph.
  - c) No Event of Default or any event which may become, with the passage of time, the giving of notice, the making of any determination or any combination of the above, an Event of Default (a "**Potential Event of Default**") has occurred and is continuing with respect to you;
  - d) You act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction. In case you wish to open, either in the present time or in the future, more than one Account with us either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required that you immediately disclose to us that you are the beneficial owner of the account(s) during the account



- opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);
- e) Any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
  - f) You are willing and financially able to sustain a total loss of funds resulting from Transactions and the entry into Transactions is appropriate for you; and;
  - g) Except as otherwise agreed by us, you are the sole beneficial owner of all funds which you transfer to us under this Agreement, free and clear of any security interest whatsoever;
  - h) You will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorizations referred to in this clause;
  - i) You will promptly notify us of the occurrence of any Event of Default or Potential Event of Default;
  - j) You will use all reasonable steps to comply with all Applicable Laws and Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us;
  - k) You will not send orders or otherwise take any action that could create a false impression of the demand or value for an underlying financial instrument, nor will you send orders which we have reason to believe are in breach of Applicable Laws and Regulations.
  - l) You shall not take unfair advantage of the Account(s) you may maintain with Safecap to the disadvantage of Safecap or engage in any behaviour which could be considered as abusive of our trading systems, including but not limited to engaging in any practices for the purpose of deriving a benefit from delays in the prices, to trade at off-market prices and/or outside trading hours, to abuse the system for trading at manipulated prices and / or to introduce any plugs or other automated features that impact the operation of the Electronic Trading Platforms. Practices in which you engage which allow you to derive a benefit without being subject to any downside risk, shall be presumed to be abusive.
  - m) Upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Laws and Regulations.
  - n) You will not use our services, systems and/or facilities for abusive purposes aiming to defraud us and/or CySEC or any other relevant authority and you agree to comply with our instructions should such behaviour be identified or suspected by us.
  - o) You have read and understood the Key Investor Document, the Order Execution Policy for the Management of Conflicts of Interest as well as the Risk Disclosure Statement, and all other documents comprising the Customer Legal Documents Pack, and your entry into this Agreement is subject to the provisions contained therein.

## 32. EVENTS OF DEFAULT, NETTING AND CLOSE-OUT

- 32.1. Subject to the terms of the Negative Balance Protection which we provide to you as set out in Clause 15, the following shall constitute Events of Default:
- a) you fail to make any payment when due under this Agreement (including maintenance of the required Margin Level in respect of your open positions with us) or to observe or perform any other provision of this Agreement and such failure continues for fifteen (15) Business Days after notice of non-performance has been given by us to you (including via an Electronic Trading Platform) or you persistently fail to pay to us on time any amount owed by you to us (including Margin);
  - b) an Insolvency Event occurs in respect of you;
  - c) you die or become of unsound mind,
  - d) you (or any custodian acting on your behalf) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of yours, in favour



- of us supporting any of your obligations under this Agreement;
- e) any information you have provided to us, including with respect to your knowledge and experience in dealing in complex financial instruments and of your economic profile and sources of wealth proves to be wrong and / or incomplete and / or misleading;
  - f) any representation or warranty made or given or deemed made or given by you under Clause 31 of this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
  - g) any action is taken or event occurs which we consider might have a material adverse effect upon, your ability to perform any of your obligations under this Agreement;
  - h) you take advantage of any delays in respect of Prices and you place Orders at outdated Prices, you trade at off-market prices and/ or outside trading hours, you manipulate the system to trade at Prices not quoted to you by us and you perform any other action that constitutes improper trading as described above;
  - i) you persistently act in an abusive manner when dealing with us;
  - j) any event of default (however described) occurs in relation to you under any other agreement between us; and/or
  - k) any of the above occurs in relation to any contract or agreement you may have with any other members of our Group.
- 32.2. On the occurrence of an Event of Default, we may, after giving you 1 Business Day notice or, in the case of occurrence of any of the events specified in paragraphs (b), (h) or (i) of Clause 32.1 above, immediately, terminate this Agreement, close any or all of your Accounts or suspend any or all of your Accounts and may exercise our rights under this clause,
- 32.3. Subject to the provisions of Clause 32.2, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the "**Liquidation Date**") for the termination and liquidation of Transactions.
- 32.4. The date of the occurrence of any Event of Default specified in paragraphs (b), (h) or (i) of Clause 32.1 above shall automatically constitute a Liquidation Date, without the need for any notice by us and the below provisions shall apply.
- 32.5. Upon the occurrence of a Liquidation Date:
- a) Neither of us shall be obliged to make any further Transactions or payments under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined below);
  - b) On, or as soon as reasonably practicable after the Liquidation Date, we shall determine (discounting if appropriate), in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency, and if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and
  - c) We may close all your open positions and cancel any Orders made by you, and may combine and consolidate your cash balance and any Accounts which you have with us and set off your cash balance and amounts owed by us to you, against amounts owed by you to us, including any profits or losses from your open positions with us, interest, costs, expenses, charges and all liabilities or amounts of whatever nature. We may convert amounts in any currency, owed by us to you and amounts owed by you to us, including any profit or loss under any of your open positions with us, to our Base Currency. Such currency conversions will be made at prevailing market rates reasonably available to us, and we are entitled to charge you all commissions and costs incurred by us in making such conversion.



- 32.6. We shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the “**Liquidation Amount**”).
- 32.7. If the Liquidation Amount determined pursuant to this clause is a positive amount, you shall pay it to us subject to the Negative Balance Protection of Clause 15 and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.
- 32.8. Where termination and liquidation occurs in accordance with this Clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other Transactions entered into between us which are then outstanding.
- 32.9. The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under this Clause (converted as required by applicable law into any other currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as we may select) plus one (1%) per annum for each day for which such amount remains unpaid.
- 32.10. For the purposes of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.
- 32.11. Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.
- 32.12. Our rights under this Clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).
- 32.13. This Clause applies to each Transaction entered into or outstanding between us on or after the date this Agreement takes effect.
- 32.14. This Agreement, the particular terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between us. We both acknowledge that all Transactions entered into on or after the date this Agreement takes effect are entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between us.
- 32.15. Upon the occurrence of an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights as set out above, we shall be entitled, without prior notice to you:
- a) To close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
  - b) To cancel and/or consider void any Transactions and profits or losses either realised or unrealised and/or to close out the Account(s) you maintain with us pursuant to this Agreement, immediately and without prior notice.

### 33. TERMINATION WITHOUT DEFAULT

- 33.1. Unless required under the Applicable Laws and Regulations, either Party may terminate this Agreement (and the relationship between us) by giving ten (10) days written notice of termination to the other.
- 33.2. Upon terminating this Agreement:
- a) All amounts payable by you to us will become immediately due and payable including (but without limitation) all outstanding fees, charges and commissions; any dealing expenses incurred by terminating this Agreement;



and any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

- b) In the absence of any specific instructions from you as to the close out of your open positions, we shall proceed to close out all your open positions at our Prices that exist as at the end of the aforesaid 10 (ten) days period, in accordance with the provisions of our Order Execution Policy and our obligations under the Applicable Laws and Regulations.
  - c) We shall return any remaining funds which you may have with us, to an account in your name being the account from which the funds were remitted to us.
- 33.3. Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

#### 34. EXCLUSIONS, LIMITATION AND INDEMNITY

- 34.1. In the absence of gross negligence, wilful misconduct or fraud on our part, neither we, nor any of our directors, officers, employees, agents or Associates shall be liable for any losses, damages, costs or expenses suffered by you (including loss suffered as a result of inability to trade howsoever caused or loss suffered as a result of us not allowing you to trade in accordance with the terms of this Agreement) and we hereby exclude liability to the fullest extent permitted by law, in respect of any loss, whether direct or indirect, actual or potential, pecuniary or otherwise suffered by you as a result of any act or omission on our part.
- 34.2. In no circumstance, shall we have liability for any direct or indirect losses, expenses, loss of profit or opportunity suffered by you or any third party, whether arising under contract, tort or otherwise, for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement.
- 34.3. Nothing in this Agreement shall limit or exclude our liability for death or personal injury. You will indemnify us for losses suffered by us as a result of your failure to observe your obligations, including without limitation, your obligations under Clause 7 (“**Money Laundering, Sanctions and Financial Crime Prevention**”).
- 34.4. This indemnity covers, inter alia our legal and debt collection expenses or any other expenses incurred by us in protecting our rights or defending any action brought against us in respect of such breach and losses suffered by us as a result of any third persons accessing our systems and trading through your devices.
- 34.5. Without limitation, we do not accept liability whatsoever for any adverse tax implications of any Transaction.
- 34.6. There are several factors which may lead to price slippage (for example market data latency, the speed of a client’s internet connection or high market volatility). Such movements may be to your favour or may be to your disadvantage. You hereby agree, that (a) our duty to you is to ensure that such slippage is applied at symmetric parameters and in doing so we discharge our duty to treat you fairly (b) in case of slippage in the market price, the order may be executed at a price materially different to the price indicated on the screen at the time of placing the order. In addition, under circumstances which may lead to slippage, it may not be possible to place any stop loss and/or take profit orders until right after the execution of an order. When working large CFD positions, we may execute a hedge in the market for the underlying instrument before filling your order at the average price of the full volume of the hedge, but we note that any price improvement during this process will be passed back to you. Whilst we shall at all times comply with our obligations under the Applicable Laws and Regulations, including our obligations in respect of conflicts of interest and execution of your Orders, and shall aim to allocate the results of any Price Slippage or Market Gapping.
- 34.7. We reserve the right, at our full discretion, not to execute the order, or to change the quoted Price of the Transaction, or to offer you a new quote in case of technical failure of any Electronic Trading Platform or in case of fluctuations of the Price of the underlying financial instrument of the CFD as offered in the market. In the event we offer you a new quote, you have the right to either accept it or refuse and thus cancel the execution of the Transaction.
- 34.8. Without prejudice to the above, we do not accept any liability on the effect of any delay or



- change in market conditions, including market price, caused on any Transaction.
- 34.9. Without prejudice to the generality of the above, we shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any Force Majeure Event; provided however that in cases of such Force Majeure Events occurring we shall, to the extent reasonably possible under the circumstances, act in accordance with our duty of Treating Customers Fairly and other regulatory obligations, and shall use reasonable efforts to minimise the effect of the Force Majeure Event on the Services to be provided by us hereunder.
- 34.10. We are the owners and have the right of use of the Electronic Trading Platforms which are used for the provision of services under this Agreement. As such, and subject to any other relevant provisions contained herein, we are the party responsible to you for the proper performance of the trading platform.
- 34.11. Where we offer to our Clients the opportunity to use and/or benefit from third party services such as investment analysis, webinars and other educational material, in any way they deem appropriate, you accept that we carry no responsibility and no liability as to the content provided by the third party nor as to the consequences of the use of the service and that the content has not been approved by us. Clients use any of the third party service and/or the information provided by third party services for marketing and/or otherwise, upon their sole discretion and responsibility, undertaking all liability deriving from the use of the third party service. To this extent, Clients are encouraged to seek advice and/or training prior to using the services or information provided by such third parties making sure they fully understand the financial instruments, technical terms and descriptions provided. Please note that neither we nor any of employees, affiliates, agents, Introducers and Group companies provide any form of investment management, investment advice or recommendation.
- 34.12. Subject to Clause 15 on Negative Balance Protection which we provide to you, you shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with

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

- 34.13. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Laws and Regulations, which may not be excluded or restricted thereunder.
- 34.14. We have a duty to take effective steps to identify and prevent or manage conflicts of interest and mitigate the potential impact of those risks as far as possible. Where some residual risk of detriment to your interests nonetheless remains, we shall disclose to you the general nature and/or sources of conflicts of interest and the steps taken by us to mitigate those risks.

## 35. CONFLICTS OF INTEREST

- 35.1. We manage conflicts of interest depending on the conflict and how this arises. Where such conflict arises and cannot be managed, we reserve the right to give you notice of termination in accordance with the provisions of Clause 33 ("**Termination Without Default**"). You acknowledge, agree and accept that you have referred to our Policy for the Management of Conflicts of Interest for further information regarding how we seek to manage conflicts of interest that may arise when we provide the Services to you. Upon request, we will provide you with any further details in that regard.

## 36. RESEARCH

- 36.1. We, our Associates and/or members of our Group may provide you and other clients through our various communication channels, with investment research or other information recommending or suggesting an investment strategy, explicitly or implicitly, concerning one or several Financial Instruments or the issuers of Financial Instruments, including any opinion as to the present or future value or price of such instruments ("**Research**").
- 36.2. **You hereby acknowledge that any such Research is not prepared for any single client and is distributed widely to a number of persons. As such, it is not prepared taking into account your particular circumstances and does**





**not constitute a personal recommendation presented as suitable for you based on a consideration of your circumstances, nor does it constitute investment, legal, tax or other advice.** Where Research or trading recommendations are provided to you, these are provided solely in order to enable you to make your own investment decisions.

- 36.3. Further, nothing contained in any Research material shall be construed as an offer on our part to buy or sell or otherwise deal in any Financial Instrument or provide any particular service.
- 36.4. Research which is distributed may reach different clients of ours at different times and may not be correct or accurate at the time at which it is received. **Neither we, nor any of our Associates or members of our Group are under any obligation to update any Research distributed.** In general, whilst we comply with the requirements of the Applicable Laws and Regulations in producing and distributing Research, we do not guarantee the accuracy or correctness of the Research distributed. **Whilst reasonable care is taken to ensure that all statements and opinions contained constitute reasonably founded assumptions and conclusions on the date on which they are made, they must not be construed as a representation that the matters referred to therein will occur.**
- 36.5. Where any Research contains any restrictions as to who may receive it, you shall take all such measures as are reasonable in the circumstances in order to ensure that this requirement is met.
- 36.6. Our Policy for the Management of Conflicts of Interest discloses the circumstances when we, our Associates, members of our Group may hold long or short positions in any Financial Instruments to which the Research refers and/or may hold positions which are opposite to those of the possible direction of any Research which is distributed. Other clients of ours may also engage in similar practices as the above.
- 36.7. Research contains a number of regulatory disclosures designed to meet the requirements of the Applicable Laws and Regulations. You should read and consider carefully any disclosures or disclaimers, which appear in published Research.
- 36.8. You shall refer to our Policy for the Management of Conflicts of Interest for further information on how we manage conflicts which would affect

the impartiality of Research provided to you. You may request further details in relation to conflicts of interest which may arise in relation to Research provided to you.

### 37. MARKET ABUSE AND IMPROPER TRADING PRACTICES

- 37.1. You hereby acknowledge that Safecap may at any time enter into hedging transactions in order to hedge its risk in relation to Transactions entered into with you.
- 37.2. You further acknowledge that it is possible that through the above-mentioned hedging, Transactions which you enter into with us may constitute insider trading on the basis of privileged or confidential information or have a distorting effect on the relevant market or otherwise trigger or constitute a breach under the Applicable Laws and Regulations, including the Market Abuse Directive and Regulation of the European Union.
- 37.3. Further to acknowledgment of the above, you hereby undertake not to enter into Transactions which could have such distorting effects of which would otherwise trigger or constitute a breach under the Applicable Laws and Regulations, including:
- 37.3.1. not dealing where you may be in possession of privileged confidential information which if publicly known would have a significant impact on the prices of underlying financial instruments
- 37.3.2. not undertaking any aggressive or abusive trading which may cause us not to be able to discharge our regulatory obligation of upholding fair and orderly markets
- 37.4. In the case in which we reasonably suspect that any of your Transactions have been entered into in breach of the above undertakings, we may take such action as we deem necessary in order to mitigate the effects of your Transaction and prevent breach or continuance of breach of the Applicable Laws and Regulations, including filing relevant reports (with respect to insider trading or market abuse) to appropriate regulatory authorities and placing filters or limits on your Account and the CFDs that you may trade in. You undertake to disclose fully to us, even where we may not directly ask you, when you may potentially be an "Insider" by



virtue of your shareholding or position in the Board of Directors or any management or governing body of an issuer of any Financial Instrument.

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

- a) fraud/illegal actions that led to the transaction;
- b) arbitrage trading, such as "Swap Arbitrage" "Latency Arbitrage" or "Bonus Arbitrage" on Prices offered by our platforms
- c) scalping trade or placing and closing orders or entering into positions for an arbitrarily short period of time
- d) orders placed based on manipulated Prices as a result of system errors or system malfunctions
- e) arbitrage trading on Prices offered by our platforms as a result of systems errors and/or
- f) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.
- g) Orders placed on the basis of privileged confidential information

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

- a) adjust the Price Spreads available to you; and/or
- b) restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; introduce time delays of up to 6 seconds between your placing of the order and the order opening on the Electronic Trading Platforms (to prevent scalping); and/or
- c) obtain from your Account any historic

trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or

- d) reject an order or to cancel a trade; and/or
- e) immediately terminate this Agreement.

## 38. PERSONAL DATA

- 38.1. When collecting, processing and storing Personal Data provided by you, we are subject to the provisions of the Processing of Personal Data (Protection of Individuals) Law 138(I) of 2001, as amended, of the Republic of Cyprus ("**Data Processing Law**").
- 38.2. We, Safecap Investments Limited, are the data controller for the purposes of the Data Processing Law.
- 38.3. Details of how we collect, store, process and use your personal data are set out in our Privacy Policy which forms in integral part of this Agreement.
- 38.4. You hereby represent that, where you are a non-physical person providing to us Personal Data of any individual or where you are an individual providing us with Personal Data of any individual other than yourself, you hereby undertake and represent that such person, whose Personal Data is collected, stored and processed in accordance with the provisions contained herewith, has been informed of and has given their consent to such collection, storage and processing of their Personal Data on the terms contained herein and that they have been informed of their rights in relation to their Personal Data which is held and processed in accordance with the terms contained herein.
- 38.5. You hereby acknowledge that we rely on the Personal Data provided to us in carrying out our obligations under the law and this Agreement and you undertake to provide us with updates as to the Personal Data provided, such that the Personal Data remains current and correct.

## 39. COMMUNICATIONS

- 39.1. You may communicate with us via our Customer Support Department by phone as specified below, through our [Contact Us](#) page at our Website or through our [Live Chat](#), within the Trading Hours. Our contact details are as follows:



**Name:** Safecap Investments Limited  
**Address:** 148 Strovoulou Avenue, 2048, Strovolos, Nicosia, Cyprus  
**Telephone No:** +357 22 23 22 48  
**Fax No:** +357 22 34 19 18

- 39.2. During times of market event of significant importance or volatility (such as elections, release of major economic date etc.) or as a result of a Force Majeure Event, it is possible that telephone lines may be busy for a prolonged period. Under certain circumstances, communication via telephone or any other means may be unavailable. Safecap will have no liability whatsoever in relation to difficulty in or impossibility of communication in any such circumstances outside of the control of Safecap.
- 39.3. For the purposes of our communication with you, we will use the communication details provided by you at the account opening stage unless you provide us with updated communication details in which case we will use such updated communication details in our communications with you. It is your responsibility to ensure that at all times the communication details which we have in respect of you are correct. You will notify us of any change of your information for the receipt of notices, instructions and other communications immediately. We will not be liable for any direct or indirect loss caused as a result of your failure to provide us with correct and valid communication details or to keep us updated regarding any such changes in your communication details.
- 39.4. If you are unable to communicate with us/ we are unable to communicate with you for whatever reason, in the absence of gross negligence or fraud on our part causing such failure of communication, we shall have no liability for and direct or indirect losses caused to or suffered by you as a result of the said failure of communication.
- 39.5. Any notice or communication sent under this Agreement by one Party to another is deemed to be effectively received-
- if by way of fax, text message or an online chat, when received in legible form; or
  - if by way of letter, on the next Business Day after being deposited in the post, postage prepaid in an envelope addressed to the recipient, at the address last notified to the sender in accordance with the provisions contained herein;
- if posted on an Electronic Trading Platform, as soon as it has been posted;
  - if sent by email, one hour after being sent to the email address of the recipient, provided to the sender in accordance with the provisions contained herein;
  - if posted on our Website within 1 day of posting.
- 39.6. When we effect a material change to this Agreement or any other document comprising Customer Legal Documents Pack, we will notify you of such change via e-mail that you have provided to us or through our Electronic Trading Platforms. You will have 5 days within which to terminate this Agreement in the case in which you do not agree to the changes notified to you.
- 39.7. Notifications affecting the contractual framework applicable to our dealings with you will be provided to you via email or other form of electronic communication in accordance with the provisions of **Clause 46 ("Amendments to this Agreement")**.
- 39.8. You acknowledge the possibility of failures in electronic communications, mechanical/software/system failure and encryption failure and accept such risk when engaging in trading activity with us. Without prejudice to Clause 34 (**"Exclusions, Limitations and Indemnity"**), we accept no liability for such failures which are outside our reasonable control.
- 39.9. The terms of this Clause 39 are additional and without prejudice to Clause 22 (**"Electronic Trading Terms"**) and to the specialized dealing terms which apply to each Electronic Trading Platform.
- 39.10. We may act upon any communications which reasonably seem to emanate from you, without liability on our part. We shall have no liability for any loss suffered by you as a result of any unauthorized use of your passwords or other login credentials used to access our Electronic Trading Platforms and unauthorized access to devices used by you to carry out trading activity or give instructions to us or otherwise communicate with us.
- 39.11. As per the above provisions, statements will be provided to you electronically. Given the nature of our dealing relationship being online trading, you hereby agree that provision of statements of your Account electronically as opposed to paper form are more appropriate in the context of our relationship.
- 39.12. You can access your statements online at



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

- 39.13. Subject to Applicable Laws and Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the Orders or instructions given.
- 39.14. You agree to keep adequate records in accordance with Applicable Laws and Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted.
- 39.15. Where our communications constitute marketing communications, they will be identified as such.
- 39.16. This Agreement is provided to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we may communicate with you in other languages in addition to English. In the case of conflict between communications in English and communications in another language, the provisions of the English version shall prevail.
- 39.17. Any reports, confirmations or statements containing the details of any OTC trades which we enter into with you shall serve as a reconciliation tool for the purposes of EMIR.

#### 40. RECORDING OF TELEPHONE CALLS AND RECORD KEEPING

- 40.1. We record all conversations with you and monitor and maintain a record of all e-mails sent by or to us or chats between you and us. Our Electronic Trading Platforms generally contain a record of all Transactions and trades conducted over the Trading Platform. . All such records are our property and can be used by us in the case of a dispute. We will maintain records for a minimum of 5 years from the date of each relevant transaction, and, if so requested by CySEC, for up to 7 years.
- 40.2. We may keep in our records any of your Personal Data that we receive hereunder for a period of minimum 5 years after the date of termination or expiration of this Agreement.

#### 41. DIRECT COMMUNICATIONS

- 41.1. You agree that we may, pursuant to the terms contained in this Agreement, from time to time make direct contact with you by telephone, e-mail or other electronic communication means, considered a durable medium. You consent to such communication and acknowledge that such communication would not be considered by you as being a breach of any of your rights under any law or regulation or the terms of this Agreement.
- 41.2. Whether you have been introduced to us by any Introducer or you have been contacted by us by any means, you hereby agree that upon your acceptance of this Agreement by clicking the acceptance button at the registration stage, you agree that such communication does not give rise to any cause of action against us in relation to the means by virtue of which such communication and introduction was made.
- 41.3. We may use third parties for marketing purposes. Such third parties may be Group companies or other service providers. We are responsible for the selection and terms of engagement of such service providers. We maintain full responsibility at all times for the conduct of business and work by such service providers, including to ensure that their communication is at all times clear, fair and not misleading. We have in place arrangements and procedures which aim to prevent conflicts of interest from arising due to such arrangements and to control and monitor the activities of such third parties and the representations which they make in relation to us, our services and the Group. Where it comes to our attention that any such third parties are making any unauthorised or incorrect representations, we shall take reasonable steps in order to remedy the consequences of this. You may bring to our attention any such representations which you deem to be incorrect and we shall take all reasonable actions as are necessary in order to address valid concerns or issues which arise. Further details regarding complaints are set out in Clause 43 ("**Complaints**"). You acknowledge that prompt, accurate and descriptive information provided to us for the aforementioned purpose will better enable us to take remedial action. Where our arrangements with such third parties give rise to a conflict or potential conflict of interest, this will



be described in our Policy for the Management of Conflicts of Interest.

## 42. INACTIVE AND DORMANT ACCOUNTS

42.1. Any Trading Account(s), held with us where you have:

- a) not placed a trade;
- b) opened or closed positions; and/or
- c) made a deposit into the Account;

for a period of 90 days and more, shall be classified by us as an Inactive Account ("**Inactive Account**"). The aforesaid 90 days' period shall be interrupted and re-commence (i.e. from day 1) upon you placing a trade and/or opening or closing a position and/or making a deposit.

42.2. Inactive Accounts will be subject to a monthly charge of ten (10) USD ("**Inactivity Fee**") for every Inactive Account relating to the maintenance, administration and compliance management of such Inactive Accounts, which charge shall apply in accordance with the following formula:

- (i) Where you have more than one (1) Trading Account and all of such Trading Accounts are Inactive Accounts, Inactivity Fee shall be charged separately for each Inactive Account;
- (ii) Where you have more than one (1) Trading Account, and at least one (1) of your Trading Accounts is active, no Inactivity Fee shall apply even where one or more of your other Trading Accounts are Inactive Accounts; and
- (iii) Where the balance of any Inactive Account to which Inactivity Fee is applicable under this Clause 42.2 is less than ten (10) USD, then the Inactivity Fee for such Inactive Account shall be equal to the amount of the remaining balance on such Inactive Account.

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

42.3. Inactive Accounts will be subject to a monthly charge of ten (10) USD or its equivalent in the currency of the account (or if the account balance is less than an equivalent of 10 USD, the charge shall be equal to the actual amount of funds in the account), relating to the maintenance, administration and compliance

management of such Inactive Accounts. Any Inactive Accounts, holding zero balance/Equity, shall be turned to Dormant ("**Dormant Account**").

42.4. We reserve the right to cancel any pending Orders on an Inactive Account without notice.

42.5. For re-activation of Dormant Accounts, you must contact us and inform us of your wish to reactivate the Dormant Account.

42.6. We reserve the right to request that you submit all relevant information about you, your knowledge and experience, economic profile and source of wealth for us to determine whether to reactivate your Account.

### **MT4 and MT5 Trading Account Archiving**

42.7. If we do not record any activity in your MT4 or MT5 Trading Account during a continuous period of three (3) months and you have a zero account balance, your MT4 or MT5 Trading Account and all its history will be archived on our trade server.

42.8. If you wish to keep using your MT4 or MT5 Trading Account or restore it in the future, please contact us.

## 43. COMPLAINTS

43.1. You hereby acknowledge the Complaint Handling Procedure of Safecap which can be found at our Website.

43.2. In addition to the above mentioned complaint handling procedure for communication of complaints to us and complaint handling by us, you also have the right to address complaints to CySEC (at <http://www.cysec.gov.cy/en-GB/complaints/how-to-complain>)

And the Financial Ombudsman (<http://www.financialombudsman.gov.cy/>) or seek redress through an ADR (Alternative Dispute Resolution) Mechanism or the Court System.

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



you may check with the office of the Financial Ombudsman in case you are eligible to file a complaint with them and seek mediation for possible compensation.

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

#### 44. YOUR TAX POSITION

- 44.1. We do not provide tax advice. It is your responsibility to remain informed at all times as to your tax liabilities arising out of your trading activity with us including any changes to your tax position.
- 44.2. Your tax treatment depends on your own personal circumstances and may be subject to changes.
- 44.3. Where we are required under Applicable Laws and Regulations (as these may be applicable to us and or you) including the OECD's Common Reporting Standards ("CRS") as these are adopted and apply to us, any inter-governmental agreement to make any deductions for tax purposes prior to making any payment to you, we shall make all such deductions as are required prior to making any payment to you. Such deductions may be required indicatively where you fail to provide us with any information required under CRS, or FATCA if you are a US person.
- 44.4. We may at any time be required under the provisions of Applicable Laws and Regulations, to provide information about you or your Tax position to any regulatory body or authority located within Cyprus or abroad. You hereby consent to us providing such information about you in these circumstances.
- 44.5. Where we or any of our Associates are required under FATCA to do so, you agree that we shall collect, process, store and directly or indirectly report, all and any such information in such manner and time as may be required for the purposes of compliance with our or their obligations under FATCA, whether these are imposed on us or them directly or indirectly by virtue of the legal and regulatory framework or

any agreement to which we or our Associates are or may be subject to from time to time.

- 44.6. Where you or (in the case of legal entities) any of your direct or indirect shareholders or other persons related to you constitute US Reportable Persons, you hereby agree to provide us with all such information and documentation in such form and within such timeframes as may be required in order to allow us to comply with our obligations under FATCA.
- 44.7. You shall inform any persons related to you that constitute US Reportable Persons of our right to make FATCA related disclosures pursuant to this Agreement. Neither we nor our Associates shall be liable to you or any of your related US Reportable Persons in relation to which a disclosure is made pursuant to this Clause 44. You hereby waive any right to object to any such disclosure being made, in relation to you or any of your related US Reportable Persons.

#### 45. ASSIGNMENT

- 45.1. These terms shall be for the benefit of us both and shall be binding upon both you and us, as well as our respective successors and assigns. You shall not assign, transfer, mortgage, charge, declare a trust in relation to, or deal in any other manner with any or all of your rights and obligations under this Agreement (or any other document referred to in it). Any such purported action in violation of this clause shall be void.
- 45.2. We may, without your prior written consent but subject to the consent of CySEC where necessary, at any time assign, transfer, charge, subcontract, deal in any other manner with all or any of our rights under this Agreement and may subcontract or delegate any of our obligations under this Agreement to any Group affiliate or third party. We may grant security over, or assign by way of security, any or all of our rights under this Agreement. The provisions are intended to benefit any such future transferees and shall be enforceable by each of them to the fullest extent permitted by law.

#### 46. AMENDMENTS TO THIS AGREEMENT

- 46.1. We have the right to amend the terms of this Agreement. If we make any material change to this Agreement, we will give at least seven



(7) Business Days' written notice to you. Notwithstanding anything to the contrary, in the event of occurrence of any periods of actual or potential increased market volatility in the prices of underlying Financial Instruments (or other instruments) or other market volatility caused by political, corporate or economic events which may, in our reasonable opinion, significantly affect the prices of the underlying Financial Instruments (or other instruments), we may, acting reasonably, give you a shorter notice of amendment of the terms of this Agreement under this Clause 46.

- 46.2. In the event of us amending the terms of this Agreement relating to our offering of CFDs in Cryptocurrencies, we can do so by giving you at least 3 days' prior notice.
- 46.3. Notification of any changes to this Agreement will be provided by way of email at the email account which you provide to us at the Account opening and on-boarding stage or on our Website.
- 46.4. If you do not accept notification of any amendment to this Agreement by way of email as set out above, or if you would like us to send such notifications to an email account of yours other than the one specified above, you should notify us of this fact immediately. Any notifications sent in accordance with the above will be deemed to have been delivered in accordance with the provisions of Clause 39 ("**Communication**"). In any such notification, you should specify your preferred means of communication of any changes to this Agreement and your preferred email account to which such notifications should be sent.
- 46.5. The notification referred to above may be received from [news@marketsmail.com](mailto:news@marketsmail.com) or such other email address which we may from time to time use for communication of changes to this Agreement. You should not delete such email before reading it. You should not have in place settings which identify such correspondence as spam or trash or otherwise take any action which may prevent you from receiving such communications.
- 46.6. Such amendment will become effective on the date specified in the Notice.
- 46.7. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may have already arisen.

## 47. GOVERNING LAW AND JURISDICTION

- 47.1. This Agreement, and all non-contractual claims or disputes between us, are governed by and shall be construed in accordance with the laws of the Republic of Cyprus.
- 47.2. Cyprus courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

## 48. MISCELLANEOUS

- 48.1. Subject to the obligations which we owe to you under the Applicable Laws and Regulations, if we exercise any of our rights hereunder without giving you notice, we shall give you notice as soon as reasonably practicable thereafter, without being in breach of any provision of the Applicable Laws and Regulations.
- 48.2. The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law.
- 48.3. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you.
- 48.4. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 48.5. Termination of this Agreement shall not affect any accrued rights or remedies to which either party is entitled.
- 48.6. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 48.7. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 48.8. We may be required to submit to CySEC or any other competent regulatory authority with jurisdiction over us information as to your Transactions and also summary information and statistics with respect to all or certain



categories of our clients (as such categories maybe set by the relevant regulator). This may include information on winning and loss making client accounts, best execution statistics and other. You agree and consent to us processing data for your Account for such purposes.

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

48.9.1. Most of such information has been included in the Customer Legal Documents Pack. Further information required is set out in the Key Investor Document.

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