PLATFORM USAGE AGREEMENT

ECN MT4 Account

Table of Contents

1. Introduction

1.1 This Platform Usage Agreement (the "Agreement") govern all actions in regard to the execution of the Client's Instructions.

1.2 This Agreement specifies:

(a) Opening/closing positions and placing, modifying,deleting, executing Orders as well as effects of suspension and cancellation of Orders in specific circumstances;

(b) The Company's actions in regard to the Client's Open Positions in case the Margin Level of the Trading Account is insufficient to support Open Positions; and

(c) Procedures of Dispute resolution and the methods of communication between the Client and the Company.

1.3 This Platform Usage Agreement, the Client Agreement, the Risk Disclosure along with all the operative agreements and policies found in the Company's website and as defined in clause 10 ("Interpretation of Terms") below herein, shall govern all the Client's Transactions and should be read carefully by the Client.

1.4 Unless otherwise defined, capitalized terms used in these Terms of Business shall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in Clause 10 ("Interpretation of Terms") shall apply.

2. General Terms

Quotes

2.1 The Company will recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices/liquidity received from Liquidity Providers, and will periodically send to the Client some of these Quotes as Market Snapshots.

2.2 Client shall receive quotes through his/her Client Terminal. . All Quotes shall represent the best possible available Bid and Ask price on the market at the time, as this may be provided by the Company's Liquidity Provider(s).

The Client understands and accepts hereto that such quotes, as these may be represented by the Company, are considered correct and valid as provided by the Company's Liquidity Provider(s).

The Client further understands and accepts hereto that such quotes may vary significantly for the following, but not limited, reasons:

(a) due to the different Client Account Type(s); and/or

(b) due to market prevailing conditions; and/or

(c) due to Over the Counter (OTC) decentralized market(s).

2.3 The Client acknowledges that:

(a) the Company has the right not to send to the Client those Quotes that have not changed since the previousQuote;

(b) the Client may not receive through the Client Terminal all the Quotes that have been in the Quotes Flowbetween Market Snapshots; and

(c) Spread is not fixed and will vary depending on market conditions and streaming prices/liquidity received by the Company from Liquidity Providers.

Execution of the Client's Instructions

2.4 The procedure for handling the Client's Instructions given via the Client Terminal is:

(a) the Client prepares an Instruction and the Client Terminal checks if it is valid;

(b) the Client Terminal sends the Instruction to the Server;

(c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction and starts the process of verification;

(d) a valid Client's Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is accepted" status appears in the "Order" window in the Client Terminal;

(e) as soon as a Dealer is ready to handle a new Instruction the Dealer takes the first Instruction from the queue and processes it[1] and the "Order is in process" status appears in the "Order" window in the Client Terminal;

(f) the Server receives from the Dealer the result of the Client's Instruction execution process;

(g) the Server sends to the Client Terminal the result of the Client's Instruction execution process; and

(h) the result of the Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted.

2.5 The Client has the right to cancel a previously given Instruction only if the Instruction has the "Order is accepted" status. In order to cancel it, the Client shall press the "Cancel order" button. The Client cannot cancel an Instruction given by an Expert Advisor.

2.6 If the Instruction is being processed by a Dealer and its status is "Order is in process", the Client has no right to cancel it.

2.7 The Company at its sole discretion shall specify the current market price.

2.8 The standby time for each Instruction which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release ofthis Agreement. If during this period of time, the Instruction has not been received by a Dealer, it is deemed to be irrelevant and automatically deleted. Once an Instruction is received by a Dealer, the Dealer processes it as soon as practicably possible.

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[1] Depending on the amount of time a Dealer needs to process an Instruction there is a possibility that in the Server Log File the recorded execution time of the first Instruction in the queue will be later than the execution time of the Instruction which followed after.

2.9 In the circumstances listed below, the Company may decline an Instruction (the "Off quotes" message will appear in the Client Terminal in this case) if the:

(a) if the Instruction or Request precedes the first Quote in the Client Terminal on the Market Opening;

(b) if current Conditions are different from Normal Market Conditions;

(c) if the Client has made an unreasonable number of Requests in comparison with the number of Transactions[2];

(d) if the Client's Free Margin is less than the Initial Margin;

(e) in any other reasonable case on the Company's sole discretion;

(f) if the limit for the overall volume of a Client position and/or number of Orders on this type of account have/has been exceeded.

2.10 Instruction precedes the first Quote in the Client Terminal on the Market Opening:

(a) Company is not able to hedge the trade with a Liquidity Provider; or

(b) Client's Free Margin is less than the Initial Margin.

2.11 The Client shall only give Instructions through the Client Terminal. To avoid problems associated with the inability to open or close positions, we recommend using Pending Orders such as Stop Loss and Take Profit.

Transactions

2.12 The Ask price is used to make a "buy" Transaction. The Bid price is used to make a "sell" Transaction:

(a) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position;

(b) The Bid price is used to close a Long Position (i.e. sell). The Ask price is used to close a Short Position (i.e. buy).

Rollovers

2.13 All the positions which remain open from 23:59:45 to 23:59:59 (Server time) will be subject to rollover. All the positions which are opened or closed from 23:59:45 to 23:59:59 (Server time) may be subject to rollover. The positions will be rolled over by debiting or crediting the Client's Trading Account with the amount calculated in accordance with the Contract Specifications.

Quotes Base Synchronization

2.14 In case of an unforeseen break in the Quotes Flow caused by software or hardware failure, the Company has the right to synchronize the Quotes Base on the live Server from other sources. Such sources include:

(a) Quotes Base on the demo Server;

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[2]   More than five Requests per one Transaction.

(b)   any other reliable sources[3].

In the case of any Disputes arising in regard to the break in Quotes Flow, all decisions are made in accordance with the synchronized Quotes Base.

Leverage/ Margin Requirements for Contracts for Difference ("CFD")

2.15   The size of the Leverage/Margin depends on the Client's Open Positions is described on the Company's Trading Terms Webpage and/or in the Client Terminal.

2.16   The Company has the right to change the Leverage/Margin requirements of the Trading Account with immediate effect without giving prior notice. Leverage/ Margin Requirementsmay be changed:

(a)   during Abnormal Market Conditions;

(b)   during an Emergency Situation;

(c)   during Force Majeure Event circumstances.

2.17   The Company is entitled to apply new Leverage/Margin requirements amended in accordance with Clause 2.16 above to the new positions and to the positions which are already open.

2.18   The Company has the right to change the Leverage/Margin requirements for a particular Client at any time and at its sole discretion with prior Written Notice. Any such amendment shall enter into force upon notification to the Client through a durable medium.

3. Opening a Position

3.1   In order to give an Instruction to open a position the Client shall specify the following:

(a)   Instrument; and

(b)   Transaction Size.

3.2   In order to open a position via the Client Terminal without using an Expert Advisor, the Client shall press the "Buy by Market" or "Sell by Market" button. The Client's Instruction to open a position may be executed at a price that differs from the Quote the Client has received through the Client Terminal during the last Market Snapshot in the following cases:

(a)   If the current Quote changes since the last Market Snapshot;

(b)   If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client's Instruction Transaction Size.

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[3]   If necessary, information is not available on the demo Server.

In any case the Instruction will be executed at the best price available from the Company's Liquidity Providers.

3.3 When opening a position through the Client Terminal using an Expert Advisor, the Client is not able to specify Stop Loss and/or Take Profit Order levels. If the Client wishes to place these Orders, the Client can do it by modifying the existing position in accordance with Clauses , 5.16 to 5.22 herein.

Processing and Execution of Instructions to Open a Position

3.4 Once the Server has received the Client's Instruction to open a position, it automatically checks if the Free Margin is sufficient to open the position:

(a) "Free Margin" is calculated as follows: Free Margin = Balance – New Margin + Floating Profit – Floating Loss;

(b) all Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes;

(c) cumulative Client positions and new Necessary Margin ("New Margin") are calculated for the Matched Positions depending on the Hedged Margin; for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;

(d) if the above-mentioned calculations for the new position have been done and:

- "Free Margin" is more or equal to zero, subject to Clause 2.9 herein, the position is opened. The process of opening the position is followed by the relevant record in the Server Log‑File; or
- "Free Margin" is less than zero, then the Company has the right, but not obligation, to decline the Instruction to open the position and the "No money" message will be recorded in the Server Log‑File.

3.5 An Instruction to open a position shall be deemed executed and the position shall be deemed open once the relevant record appears in the Server Log‑File.

3.6 In the Trading Platform, each Open Position has a Ticket.

3.7 An Instruction to open a position will be declined by the Company if it precedes the first Quote in the Client Terminal on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

4. Closing a Position

4.1 In order to give an Instruction to close a position, the Client shall specify the following:

(a) Ticket; and

(b) Transaction Size.

4.2 In order to close a position through the Client Terminal without using an Expert Advisor, the Client shall press the "Close by Market" button. The Client's Instruction to close a position may be executed at a price

that differs from the Quote the Client has received through the Client Terminal during the last Market Snapshot in the following cases:

(a) If the current Quote changes since the last Market Snapshot;

(b) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client's Instruction Transaction Size.

In all instances, the Instruction will be executed at the best price available from the Company's Liquidity Providers.

Processing and Execution of Instructions to Close a Position

4.3 If amongst the Client's Open Positions, the Client has a position which he/she wishes to close against a matching Open Position of the same Instrument, the Client can do so by using the "Close by" item in the "Type" drop down list. Upon matching/closing the Client's chosen positions, the Client shall have either a zero or net Long/Short Position based upon the net overall exposure. The Client shall note that the net overall position will be allocated a new Ticket.

4.4 If amongst the Client's Open Positions, the Client has multiple positions which he/she wishes to close against matching Open Positions of the same Instrument, the Client can do so by using the "Multiple Close by" item in the "Type" drop down list. Upon matching/closing the chosen positions the Client shall have either a zero or net Long/Short Position based upon the net overall exposure. The Client shall note that the net overall position will be allocated a new Ticket.

4.5 An Instruction to close a position shall be deemed executed and the position is deemed closed once the relevant record appears in the Server Log File.

4.6 An Instruction to close a position shall be declined by the Company if the Instruction precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

4.7 An Instruction to close a position may be declined by the Company if it is made when the Stop Loss or Take Profit for this position is in the queue in order to be executed. In this case the "Off quotes" message appears in the Client Terminal window.

4.8 In the event that any position is correctly closed according to provisions of the current Agreement under normal or abnormal market conditions, the Company shall not be liable to the Client for any potential losses incurred based on hypothetical actions Client had intended to complete in case the disputed positions have not been closed under any circumstances.

5. Orders

Order Types in the Client Terminal

5.1 In order to open a position, the following Orders (Pending Orders) may be used:

(a) "Buy Stop" an Order to open a Long Position at the price higher than the price at the moment of placing the Order;

(b) "Sell Stop" an Order to open a Short Position at the price lower than the price at the moment of placing the Order;

(c) "Buy Limit" an Order to open a Long Position at the price lower than the price at the moment of placing the Order;

(d) "Sell Limit" an Order to open a Short Position at the price higher than the price at the moment of placing the Order.

5.2 In order to close a position, the following Orders may be used:

(a) "Stop Loss" an Order to close a previously opened position at the price less profitable for the Client than the price at the moment of placing the Order;

(b) "Take Profit" an Order to close a previously opened position at the price more profitable for the Client than the price at the moment of placing the Order;

(c) "If‑Done Order" Stop Loss and/or Take Profit which are activated once the Pending Order they are related to has been executed.

When and for how Long Orders can be Placed

5.3 The Client may place, modify or delete Orders only within trading hours for the relevant Instrument. The trading hours for each Instrument are indicated in the Contract Specifications.

5.4 Pending Orders on the Instruments, which are traded 24 hours a day, have "GTC" ("Good Till Cancelled") status. The expiry date and time can be set by the Client in the "Expiry" field.

5.5 Pending Orders on the Instruments, which are not traded 24 hours a day, have "Day Order" status and will be deleted at the end of a trading session.

5.6 Stop Loss and Take Profit for all Instruments have "GTC" ("Good Till Cancelled") status.

The Procedure for Placing an Order

5.7 In order to give an Instruction to place a Pending Order, the Client shall specify the following required parameters:

(a) Instrument;

(b) Transaction Size;

(c) Order type (Buy Stop, Buy Limit, Sell Stop, or Sell Limit); and

(d) Order Level.

In addition, the Client may indicate the following optional parameters:

(e) level of Stop Loss. "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);

(f)   level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed); or

(g)   date and time when the Pending Order expires.

The Instruction shall be declined if:

(i)   any of the required parameters is not specified or is incorrect; or

(ii)   any of the optional parameters is incorrect.

In this case, the "Invalid S/L or T/P" error message appears if the Orders are placed through the Client Terminal without using an Expert Advisor.

5.8   If the Client gives an Instruction to place Stop Loss or Take Profit, the following information must be specified:

(a)   Ticket of the Open Position;

(b)   level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and

(c)   level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

5.9   If the Client gives an Instruction to place the If Done Orders on a Pending Order, the Client shall specify the following:

(a)   Ticker for the Pending which the Client intends to place the Orders on;

(b)   level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and

(c)   level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

5.10   Unless otherwise indicated in the Contract Specifications, while giving an Instruction, the difference between the Stop Loss, Take Profit or the Pending Order level and the current market price must not be less than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:

(a)   for the Stop Loss on the Short Position the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;

(b) for the Take Profit on the Short Position the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;

(c) for the Stop Loss on the Long Position the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points;

(d) for the Take Profit on the Long Position the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points;

(e) for the Buy Limit the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;

(f) for the Buy Stop the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;

(g) for the Sell Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points; and

(h) for the Sell Stop the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points.

5.11 Unless otherwise indicated in the Contract Specifications, while giving an Instruction, the difference between the If-Done Order level and the level of the Pending Order must not be closer than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:

(a) the Stop Loss on the Buy Limit or Buy Stop must not be placed higher than the level of the Pending Order less this number of Points;

(b) the Stop Loss on the Sell Limit or Sell Stop must not be placed lower than the level of the Pending Order plus this number of Points;

(c) the Take Profit on the Buy Limit or Buy Stop must not be placed lower than the level of the Pending Order plus this number of Points; and

(d) the Take Profit on the Sell Limit or Sell Stop must not be placed higher than the level of the Pending Order less this number of Points.

5.12 An Instruction to place an Order is deemed executed and the Order is deemed placed once the relevant record appears in the Server Log-File.

5.13 Each Pending Order has a Ticket.

5.14 An Instruction to place an Order may be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

5.15 The Company has the right, but not obligation, to decline an Instruction to place an Order if, while a Dealer processes this Instruction, the current Quote reaches the level at which Clause 5.10 or 5.11 have been breached.

The Procedure for Modifying and Deleting an Order

5.16 If the Client gives an Instruction to modify Pending Order parameters (the level of the Pending Order and/or If Done Orders), the Client shall specify the following:

(a) Ticket;

(b) Pending Order level;

(c) level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);

(d) level of Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

5.17 If the Client gives an Instruction to modify Stop Loss and Take Profit on the Open Position, the Client shall specify the following:

(a) Ticket;

(b) level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and

(c) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

5.18 When the Client gives an Instruction to delete a Pending Order, the Client shall specify its Ticket.

5.19 An Instruction to modify or delete an Order is deemed executed and the Order is deemed modified or deleted once the relevant record appears in the Server Log-File.

5.20 An Instruction to modify or delete an Order may be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

5.21 The Company has the right, but not obligation, to decline an Instruction to modify or delete an Order if, while it is being processed, the Order has been placed in the queue in order to be executed in accordance with Clause 5.23 herein.

5.22 When the Client gives an Instruction to modify or delete an Order Level, the Company has the right, but not obligation, to cancel the Order Level modification or Order deletion, if the processing of that Instruction is finished after the Order is placed in the queue in order to be executed in accordance with Clause 5.23 herein.

The Procedure for Order Execution

5.23 The Order is placed in the queue in order to be executed in the following cases:

(a) the Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;

(b) the Stop Loss on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level;

(c) the Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;

(d) the Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;

(e) the Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;

(f) the Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;

(g) the Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;

(h) the Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes low becomes equal or lower than the Order Level.

5.24 Once the Pending Order is placed in the queue in order to be executed, the Server automatically checks if the Free Margin is sufficient to open the position:

(a) cumulative Client positions and new Necessary Margin ("New Margin") are calculated for Matched Positions depending on the Hedged Margin; for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;

(b) if the Pending Order Level is in the Price Gap, the Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes at the moment the Order is placed in the queue in order to be executed; and

(c) "Free Margin" is calculated as follows: Free Margin = Balance – New Margin + Floating Profit – Floating Loss;

(d) if the above- mentioned calculations for the new position have been done and "Free Margin" is less than zero, then the Company has the right, but not obligation, to decline the Instruction to open the position and delete the Pending Order and the "No money" message will be recorded in the Server Log‗File.

5.25 An Order is deemed executed once the relevant record appears in the Server Log‗File.

5.26 In case of Pending Order execution, the process of opening the position is followed by the relevant record in the Server Log File and the position opened by this Order has the same Ticket as the Pending Order.

5.27 In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Limit, Sell Limit and Take Profit orders at the requested price at the moment the order is executed.

5.28 In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Stop, Sell Stop and Stop Loss orders at the current available price at the moment the order is executed. The Client acknowledges, agrees and consents hereto that the execution price may differ from the order level.

5.29 Pending Order can be executed partially if there is not enough liquidity to hedge the trade with Liquidity Providers at the Order Level. In case of insufficient liquidity from Liquidity Providers for the full execution of an Order at the Order Level, the Order shall be executed partially and new Pending Order shall be issued with the originally specified parameters on unfilled amount.

5.30 In the cases where a pending order level and/or the respective order's Stop Loss and/or Take Profit shall fall within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, shall open and close a position immediately within the same tick, at the first available price.

6. Stop Out

6.1 By accepting this Agreement, the Client irrevocably acknowledges, accepts and agrees that the Company is entitled to close the Client's Open Positions without the consent of the Client or any prior notice if the Equity is less than the Level of Stop Out specified at Trading Terms on the Company's Webpage.

6.2 Margin Level shall be monitored by the Server. The Client acknowledges, agrees and consents hereto that subject to Clause 6.1 above the Server shall generate the Stop Out Instruction to close a position.. Stop Out shall be executed at the price at which the Company has hedged the trade. The Client agrees that the price at which the Order is executed may be different from the Quote at which the Stop Out Instruction was generated.

The Client acknowledges, agrees and consents hereto that the Company has the right, in its sole and absolute discretion, to adjust this price to reflect the cost(s) of hedging. Stop Out shall be executed at the current price available at the moment the order is executed.

The Client acknowledges, agrees and consents hereto that in the cases where the Stop Out is executed by the Company, the Stop Out shall be executed at the price at which the Company has hedged the position and the price shall be adjusted by the Company, in its sole and absolute discretion in order to reflect such hedging cost(s).

6.3 The Client acknowledges that the execution price may differ from the Quote at which the Stop Out Instruction was generated dispute.

6.4 Once the position has been closed the relevant record appears in the Server Log File with the "Stop Out" remark.

6.5 If the Client has several Open Positions, the first position which has to be placed in the queue in order to be closed is the one with the highest Floating Loss.

6.6 The Company has the right to close any Open Positions of the Client without a warning if it is required in accordance with the Dispute process.

6.7 Please bear in mind, that the Company may at its sole discretion change within the hour before the close of the trading session on every Friday or at any other given time, the Stop Out and Margin Call levels from 50% to 100% and from 80% to 130% respectively, for all ECN MT4 accounts. Moreover, kindly note that the Company may extend these amendments for as long as it deems necessary after the market opening, by providing the Client with prior written notice.

7. Corporate Actions regarding CFDs on Equities/Indices

7.1 While trading, Stock CFDs and CFDs on Indices, please consider that the Company may apply reasonable measures in order to reflect the Corporate Actions of the underlying assets. This can include but is not limited to: Splits / Reverse Splits, Dividends Payments, Rights Issues, Mergers or Acquisitions etc.

7.2 Please also note that it is the Client's sole responsibility to be aware if an upcoming corporate event is approaching that may affect the underlying securities. The Company might charge the costs associated with the underline corporate actions, depending on Client's position direction (Buy/Sell), without a notice as this has been applied directly by our Liquidity Providers to the Company.

7.3 In relation to a dividend adjustment to be applied to the Client's account, the Client must hold an open trade at the close of the trading session on the Business Day before the ex-dividend date.

8. Communication

8.1 In order to communicate with the Client, the Company may use:

(a) Client Terminal internal mail;

(b) Email;

(c) Telephone;

(d) Company News Webpage;

(e) Browser or mobile notification.

Contact details provided by the Client whilst opening the Trading Account or updated in accordance with Clause 8.4 will be used by the Company to contact the Client and the Client hereby agrees to accept any notices or messages from the Company at any time.

8.2 Any communication sent to the Client (documents, notices, confirmations, statements, etc.) are deemed received:

(a) If sent by Client Terminal internal mail, immediately after sending it;

(b) If sent by email, within one hour after emailing it;

(c) If by telephone, then once the telephone conversation has been finished;

(d) If posted on the Company News Webpage, within one hour after it has been posted.

(e) If sent by browser or mobile notifications, within one hour after sending it.

8.3 For the purpose of Clause 8, "business hours" mean between 9:00 a.m. and 5:00 p.m. GMT/UTC + 4 (last weekend of October – last weekend of March). Clients are encouraged to consult the Contract Specification section found in the Company's website.

8.4 The Client shall notify the Company immediately of any change in the Client's contact details.

8.5 Transactions shall be confirmed by email on the next Business Day after the execution. If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Customer Support in accordance with Clause 8 herein.

8.6 On the first day of each month the Company shall send by email a statement which includes all Transactions during the previous month.

8.7 Any telephone conversation between the Client and the Company may be recorded. All Instructions and Requests received by telephone shall be binding as if received in writing. Any recordings shall be and shall remain the sole property of the Company and shall be accepted by the Client as conclusive evidence of the Instructions, Requests or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

9. Dormant Account

9.1 The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant account a handling fee per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:

(a) Where the Client has not transacted with the Company for a period of six (6) consecutive months and the Company shall deem the trading account to be dormant and/or inactivate.

(b) Where the Client's dormant account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee per month and as this may be amended from time to time by the Company.

(c) Where the Client makes a genuine attempt to resolve his/her account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.

9.2 Where the Client's dormant account(s) has a zero cash balance the handling fee shall not be imposed by the Company, however, the Company shall reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

10. The Procedure for Dispute Resolution and Complaints Procedure

Complaints Procedure

10.1 Both the Company and the Client have the right to initiate the process of dispute resolution. If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of these Terms of Business, the Client has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen.

10.2 To file any complaint, the Client should complete the standard form in MyExinity. A new complaint is assigned with a unique number (TID) and the Client will be advised of the complaint status via email, sent from compliance.ad@exinity.com.

10.3 A complaint shall include:

(a) name and surname of the Client (or company name if the Client is a legal entity);

(b) Client's login in the Client Terminal;

(c) details of when the conflict first arose (date and time in the Client Terminal Time Zone);

(d) Ticket of the position or Pending Order;

(e) description of the conflict situation supported by the reference to this Agreement.

10.4 The complaint must not include:

(a) affective appraisal of the conflict situation;

(b) offensive language;

(c)   uncontrolled vocabulary.

10.5 The Company has the right to refuse a complaint if any of clauses 10.1, 10.3 or 10.4 have been breached.

Server Log-File

10.6 The Server Log-File is the most reliable source of information in a case of any Dispute. The Server Log-File has the absolute priority over other arguments including the Client Terminal Log-File as the Client Terminal Log-File does not register every stage of the execution of the Client's Instructions and Requests.

10.7 If the Server Log-File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

Indemnification

10.8 The Company may resolve all Disputes by:

(a)   crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative;

(b)   reopening erroneously closed positions; or

(c)   deleting erroneously opened positions or placed Orders.

10.9 The Company has the right to choose the method of Dispute resolution at its sole discretion.

10.10   Disputes not mentioned in this Agreementare resolved in accordance with the common market practice and at the sole discretion of the Company.

10.11   If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in respect of the Dispute will be made on a basis of the live/real Server's Quotes Base synchronized in accordance with clause 2.11. hereto.

10.12   The Company shall not be liable to the Client if for any reason the Client has received less profit than had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.

10.13   The Company shall not be liable to the Client in respect of any indirect, consequential or non-financial damage (emotional distress etc.).

10.14   The Compliance Department shall consider any Client's complaint or Dispute and endeavor to investigate any Dispute or complaint as soon as reasonably practicable.

10.15 The Company shall take all necessary actions in accordance with clauses 10.8 (a), (b) and/or (c) as soon as reasonably practicable but in any case, within one Business Day after the decision in respect of the Dispute is made.

Refusal of complaint

10.16 If the Client has been notified in advance by Client Terminal internal mail (or by some other way) of routine construction on the Server, complaints made in respect of any unexecuted Instructions which are given during such construction periods are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint.

10.17 Provided that clause 5.27 has not been breached, complaints in respect of time of Order execution, notwithstanding the amount of time a Dealer needed to execute the Order as well as the time when the Server Log-File Recorded Order execution, are not accepted.

10.18 No Client complaints will be accepted in respect of the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

10.19 In respect of all Disputes any references by the Client to the Quotes of other companies or information systems will not be considered.

10.20 The Client acknowledges that the Client will not be able to manage the position while the Dispute in respect of this position is being considered and no complaints in respect of that matter are accepted.

10.21 The Client acknowledges that the Company will not notify the Client that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.

10.22 Once the Dispute has been resolved the Company has the right to trigger the Stop Loss or the Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.

10.23 The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.

10.24 It is hereby acknowledged and accepted that the Client should also consult the Complaints Management Policy found on the Company's website, as amended from time to time, vis-à-vis the initiation of the above procedure.

11. Liability of Parties

11.1 The Client is responsible for all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us as a result of any failure by the Client to perform any of the Clients' obligations under this Agreement, in relation to any Instruction received from the Client, Market Abuse, Transaction that the Company executes on the Client's behalf or in relation to any false information or declaration made either

to the Company or to any third party and/or Liquidity provider. The Client acknowledges that his/her responsibility extends to the Company's legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against the Client, or instructing any debt collection agency, to recover monies owed by the Client to the Company.

11.2   The Client agrees that will not hold the Company liable for any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and/or costs suffered by the Client, resulting from or arising out of any act or omission by any person obtaining access to Client's account by using Client's designated account number and/or password and/or Security Details, whether or not the Client authorized such access.

11.3   The Company shall not be liable for any default and/or omissions and/or errors and/or mistakes and/or insolvency and/or dissolution of any third party and/or Associated Company other than if this was a result of Company's own negligence, fraud or willful default.

11.4   Certain information in relation to Company's services is provided by third parties and the Company is not liable for any inaccuracy, errors or omissions in the information they provide to the Company except where such inaccuracy, error or omission is caused by Company's own negligence, fraud or willful default.

11.5   Without prejudice to any other Terms of this Agreement and to the extent permitted by Governing Legislation, the Company will have no liability to the Client in relation to any loss, costs or expenses that may be suffered by the Client as a result of technology limitations/ failures, server maintenance, planned maintenance, custodian rollover process, including but not limited to:

11.6   any delay or defect in or failure of the whole or any part of the Company's software or any systems or network links or any other means of communication; or

11.7   any computer viruses, worms, software bombs or similar items being introduced into Client's computer hardware or software except where such loss, cost or expense is a result of Company's own negligence, fraud or willful default.

11.8   Without prejudice to any other terms of this Agreement, the Company will have no liability to the Client in relation to any profit and/or loss, costs or expenses that the Client may suffer as a result of:

11.9   any inability by the Client to execute an Instruction;

11.10   any delay or change in market conditions before the Company executes an Order or before a Transaction settles;

(a)   any cause beyond Company's reasonable control and the effect of which is beyond Company's reasonable control to avoid;

(b)   the effect of a stop out;

(c)   the effect of termination;

(d)   the effect of a corporate event;

(e)   the effect of the Client's failure to comply with this Agreement;

(f)   any adverse tax implications of any Transaction whatsoever;

(g)   the Company's inability to modify delete and/or cancel an order;

(h)   situations described as per clauses 10.12 and 10.13 above herein;

(i)   the effect of disabling of the account in case of inactivity.

11.11 Without prejudice to any other terms of this Agreement, the Company will have no liability to the Client in relation to any loss which is a side effect of the main loss or damage and which is not a foreseeable consequence of a breach of this Agreement, including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation, caused by any act or omission of the Company under this Agreement.

12. Disabling of Account

12.1 When there is no trading activity on a Client's account for 7 consecutive calendar days (no opening or closing of Positions), the Company resereves the right to charge a dormancy fee. Client may visit the website for further information as regards to dormancy charges.

12.2 The Company shall not be liable for losses of the Client arising from or in connection with such inactivity and followed disability. The Client agrees to indemnify and hold the Company harmless from all damages or liability as a result of the foregoing. Any dispute arising in this regard will be resolved by the Company's internal policies and procedures.

13. Interpretation of Terms

13.1   In this Agreement:

"Associated Company" shall mean where a company has control of the other, or both are under the control of the same person(s).

"Bar/Candle" shall mean a Chart element, which shows opening and closing prices, as well as the lowest and the highest prices for the definite period of time (for example, minute, 5 minutes, a day, a week).

"Charges" shall mean any fees, account costs, transaction or other charges including custody and settlement fees.

"Client Terminal" shall mean the trading software (MT4), which is used by the Client in order to obtain information of financial markets (which content is defined by Exinity) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from Exinity. The program can be downloaded on the Website free of charge.

"Client Terminal Log-File" shall mean the file, which is created by the Client Terminal in order to record all the Client's Requests and Instructions with accuracy to a second.

"Company" shall mean Exinity ME LTD (https://www.exinity.com/en-ae/uae), an Investment Company regulated by the Financial Services Regulatory Authority, United Arab Emirates (the "FSRA") as an Investment Dealer pursuant to the Financial Services and Markets Regulation 2015. The Company also operates under the "Exinity" trading name.

"Client" shall mean a legal entity or an individual being a party to the Operative Agreements with the Company in regard to making Transactions, subject to Margin Trading.

"Client Agreement" shall mean the agreement between the Company and the Client, which together with the Platfrom Usage Agreement, the Risk Acknowledgement and Disclosure are defined as "Operative Agreements" and govern the terms on which the Company deals with the Client.

"Day Order" shall mean an Order which is automatically deleted at the end of the trading session.

"Dealer" shall mean the Server or an employee of the Company who is authorized to process the Client's Instructions and Requests and execute Orders and Stop Outs.

"Dormant and/or Inactive Account" shall mean any Company Client trading account where the client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

"Dormant and/or Inactive Account Fee" shall mean a monthly handling fee imposed by the Company and/or paid by the Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company. The fee can be found in the Website of the Company.

"Equity" shall mean the amounts that the Client should have in the trading account (i.e balance) plus or minus any profit or loss.

"Expert Advisor" shall mean an algorithm in the form of a program based on MetaQuotes Language 4, which is used to control a Trading Account and give Instructions and Requests to the Server through the Client Terminal.

"GTC" (**"Good Till Cancelled"**) shall mean the Order which is valid until the Client sends the Instruction to delete the Order.

"If Done Order" shall have the meaning given in Clause 3.2 herein.

"Instant Execution" shall mean the execution method where the order is executed to the most recently available price. In instant execution if the requested price is not available, the current available price will be sent to the Client to confirm execution (requote). Instant Execution is offered under the Standard Account, Shares Account and Cent Account.

"Manifest Error" shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer's action in regard to the prices which are significantly different from the market prices.

"Margin" shall mean the amount of funds required and/or used by the Client in order to open a position.

"Margin Level" shall mean the % level displayed in the Client Terminal that displays the Equity divided by Margin * 100**.**

"Market Execution" shall mean the execution method where the order is executed depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the best available price in the market. Market Execution is offered under the ECN MT4 Account and the ECN MT5 Account.

"Market Opening" shall mean the time at which the market opens after weekends, holidays or trading session time gaps.

"Market Snapshot" shall mean quotes for instruments at a particular moment in time.

"New Margin" shall have the meaning given in Section 3 hereto.

"Operative Agreements" shall mean all the agreements and policies and documents as these may be found in the Account Opening Agreements section of the Company's Website. The Client acknowledges that the Operative Agreements may be amended by the Company from time to time and the last version shall be available by accessing the Website.

"Order Level" shall mean the price indicated in the Order.

"Our Services Webpage" shall mean the webpage of the Website on which the Trading Terms information is displayed. At the moment of this document the information is posted on our website www.exinity.com/en-ae/uae the location and/or content of which may change without any prior notice.

"Pending Order" shall mean an instruction from the Client to the Company to open a position once the price has reached the level of the Order.

"Point" / "Pip" shall mean the numerical value of the last, or right most, digit of a Quote.

"Price Gap" shall mean the following:

(a)   the current Quote Bid is higher than the Ask of the previous Quote; or

(b)   the current Quote Ask is lower than the Bid of the previous Quote.

"Price Gap on the Market Opening" shall mean the following:

(a)   the first Bid of the current trading session is higher than the last Ask of the previous session; or

(b)   the first Ask of the current trading session is lower than the last Bid of the previous session.

"Quotes" shall mean the information of the current price for a specific instrument in the form of a Bid and Ask price.

"Quotes Flow" shall mean the stream of Quotes in the Client Terminal for each Instrument.

"Request Execution" shall mean the mechanism of providing Quotes to the Client with prior   Request.

"**Server Log-File**" shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Client to the Company as well as the results of their execution.

"**Spread**" shall mean the difference between Ask and Bid.

"**Stop Out**" shall mean an instruction to close the Client's Open Position without the consent of the Client or any prior notice in a case of insufficient funds required for maintaining Open Positions.

"**Take Profit**" shall mean an order placed to close a position so as to lock profits once the security price has reached a certain level.

"**Tick**" shall mean the rate which the Company shall receive in its terminal trading platform(s).

"**Ticket**" shall mean the unique identity number assigned for each Open Position or Pending Order or deposit/withdrawal transaction in the Trading Platform.

"**Trading Terms Webpage**" shall mean the webpage of the Website on which the Trading Terms information is displayed. At the moment of this document the information is posted on under the "Trading Conditions" tab on our website https://www.exinity.com/en-ae/uae.

"**Client Terminal Time Zone**" shall mean the time zone in which the Server Log-File records any event. At the time of the release of this document the Client Terminal Time Zone is EET (GMT + 2) (last weekend of October – last weekend of March). During daylight saving time (last weekend of March – last weekend of October), the Client Terminal Time Zone may be shown as GMT + 3.

All references to a statutory provision include references to:

(c)   any statutory modification, consolidation or reenactment of it, whether before or after the date of this Agreement, for the time being in force;

(d)   all statutory instruments or orders made pursuant to it; and

(e)   any statutory provision of which that statutory provision is a re-enactment or modification.

13.2   Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other   unincorporated   bodies and   all   other   legal   entities   and   vice   versa.

13.3   Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively   a   clause in   or   a   party   or   schedule   to   this Agreement.

13.4   The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

PLATFORM USAGE AGREEMENT

ECN MT5 Account

Table of Contents

1. Introduction

1.1 This Platform Usage Agreement (the "Agreement") govern all actions in respect of the execution of the Client's Instructions

1.2 This Agreement specifies:

(a) Stock trading;

(b) Opening/closing positions and placing, modifying, deleting, and executing Orders as well as effects of suspension and cancellation of Orders in specific circumstances;

(c) the Company's actions in respect of the Client's Open Positions in case the Margin Level on the Trading Account is insufficient to support Open Positions;

(d) Placing an order off exchange;

(e) Aggregation;

(f) Custody, Fees and Settlement of Transactions;

(g) Corporate actions, voting rights, interest and dividends regarding Stocks;

(h) Procedures of Dispute resolution and the methods of communication between the Client and the Company;

(i) Liability of parties;

(j) Stocks held in a margin account;

(k) Security interest;

(l) Assignment;

(m) Effect of termination;

(n) Market Abuse;

(o) Disabling of Account.

1.3 This Platform Usage Agreement, the Client Agreement, the Risk Disclosure along with all the operative agreements and policies found in the Company's website and as defined in clause 23 ("Interpretation of Terms") below herein, shall govern all the Client's Transactions and should be read carefully by the Client.

1.4 Unless otherwise defined, capitalized terms used in this Agreementshall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in Clause 23 ("Interpretation of terms") shall apply.

2. General Terms

Market Data

2.1. The Client will receive Market Data, which are data produced directly by an Exchange and/or Liquidity Provider and/or Price Feeder, as specified in clause 23 ("Interpretation of Terms") below. The data may include (without limitation) current market prices ("real time"), opening and closing market prices and ranges, high-low market prices. The Client acknowledges that:

(a) Market Data constitute valuable confidential information. As such, the data are the exclusive property of the Exchange and/or Liquidity Provider and/or Price Feeder which operate the market, such as indicatevely and not excaustively NASDAQ (National Association of Stocks Dealers Automated Quotations System) and NYSE (New York Stock Exchange) HKEX (Hong Kong Stock Exchange), JSE (Johannesburg Stock Exchange). Accordingly, the Client may use it solely for the Client's own trading purposes under the rules of the relevant Exchange and/or Liquidity Provider and/or Price Feeder. Clients are encouraged to consult the website of the relevant Exchange for full details of the applicable rules for example for NASDAQ: www.nasdaqtrader.com, for NYSE: www.nyse.com, for HKEX: www.hkex.com.hk, for JSE: www.jse.co.za and/or any other applicable website.

(b) Available prices should not be used for any other purpose than the purpose stated in clause 2.1(a) above herein, and the Client should not redistribute the available prices to any other person and for whatever reason, whether such redistribution be for commercial or other purposes.

(c) The Company is hereby authorized to enter into any agreement on Client's behalf with any Exchange and/or Liquidity Provider and/or Price Feeder relating to the proper use of Market Data as the Company deems proper.

Advice

(d) Any Market Data the Company provides to the Client, or the Client access through the Company's Website/Client Terminal will be provided or made accessible for convenience and information solely in order to assist the Client to make his/her own investment decisions. Such data will be made accessible and will be provided to the Client without any liability from Company's side. In addition, any price quoted in the Market Data may differ from the execution price the Client actually obtains.

(e) Any Market Data or term under this Agreement shall not amount or considered as an investment, legal, regulatory, tax or other form of advice. The Client is required to rely on his/her own judgment in entering into, or refraining from, providing the Company with an order or from entering into, or refraining from entering into, a transaction. The Client is not entitled to ask the Company to provide investment advice relating to Stocks, or a transaction or to make any statement of opinion to encourage the Client to enter into a particular transaction. The Client may wish to seek independent legal advice in relation to any transaction that the Client proposes to enter into under this Agreement.

Quotes

2.2. The Company will recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices received from the respective Exchgage and/or Liquidity Providers and/or Price Feeder, and will periodically send to the Client some of these Quotes as Market Snapshots.

2.3. Client shall receive quotes through his/her Client Terminal. All Quotes shall represent the best possible available Bid and Ask price on the market at the time, as this may be provided by the Company's Liquidity Provider(s) and/or the respective Exchange and/or Price FeederThe Client understands and accepts herein that such quotes, as these may be represented by the Company, are considered correct and valid as provided by the Company's Liquidity Provider(s) and/or the respective Exchange and/or Price Feeder.

2.4 The Client further understands and accepts herein that such quotes may vary significantly due to various reasons, including but not limited to the general market enviroment and prevailing market conditions for the following, but not limited, reasons:

(a)   due to the different Client Account Type(s); and/or

(b)   due to market prevailing conditions; and/or

(c)   due to Over the Counter (OTC) decentralized market(s).

2.5. The Client acknowledges that:

(a) the Company has the right not to send to the Client those Quotes that have not changed since the previous Quote;

(b)   the Client may not receive via the Client Terminal all the Quotes that have been in the Quotes Flow;

(c)   Spread is not fixed and will vary depending on market conditions and streaming prices/liquidity received by the Company from Liquidity Providers and/or the respective Exchange and/or Price Feeder.

(d)   all the orders despite their request type (limit, stop etc.) will be transferred to the market as market orders.

Execution of the Client's Instructions

2.6. The procedure for handling the Client's Instructions given through the Client Terminal is:

(a)   the Client prepares an Instruction and the Client Terminal checks if it is valid;

(b)   the Client Terminal sends the Instruction to the Server;

(c)   if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction and starts the process of verification;

(d)   a valid Client's Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is placed in a queue" status appears in the "Order" window in the Client Terminal;

(e) as soon as a Dealer is ready to handle a new Instruction the Dealer takes the first Instruction from the queue and processes it[1] and the "Order is placed" status appears in the "Order" window in the Client Terminal;

(f) the Server receives from the Dealer the result of the Client's Instruction execution process;

(g) the Server sends to the Client Terminal the result of the Client's Instruction execution process; and

(h) the result of the Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted. The Client may place either an Exchange Execution Instruction or Pending Order.

2.7. The Client may place either a Market Execution Instruction or Pending Order.

2.8. The Client cannot cancel a Market Execution Instruction or Pending Order once placed.

2.9. The Company shall display the MArket price as been received. The price specification does not assure that the Client will receive the requested price.

2.10. The standby time for each Instruction which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release of thisAgreement. If during this period of time, the Instruction has not been received by a Dealer, it is deemed to be irrelevant and automatically deleted. Once an Instruction is received by a Dealer, the Dealer processes it as soon as practicably possible.

2.11. In the circumstances listed below, the Company may decline an Instruction, with the result that the "Off quotes" message appears in the Client Terminal:

(a) if the Instruction precedes the first Quote in the Client Terminal on the Market Opening;

(b) if the Company is not able to hedge the trade with a Liquidity Provider and/or the respective Exchange and/or Price Feeder; or;

(c) if the Client's Free Margin is less than the Initial Margin; or

(d) Technology failure and/or limitations that do not allow the Company to transmit the order to the Liquidity Providers and/or the respective Exchange and/or Price Feeders.

2.12. The Client shall only give Instructions through the Client Terminal.

Custodian Rollovers

2.13. All the positions which remain open from 23:59:45 to 23:59:59 (Server time) will be subject to rollover. All the positions which are opened or closed from 23:59:45 to 23:59:59 (Server time) may be subject to rollover. The positions will be rolled over by debiting or crediting the Client's Trading Account with the amount calculated in accordance with the Contract Specifications under custodianship rollover.

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[1] Depending on the amount of time a Dealer needs to process an Instruction there is a possibility that in the Server Log File the recorded execution time of the first Instruction in the queue will be later than the execution time of the Instruction which followed after.

Quotes Base Synchronization

2.14. In case of unforeseen break or incorrect flow in the Quotes Flow caused by software or hardware failure, the Company has the right to synchronize the Quotes Base on the live Server from other sources. Such sources include:

(a) Quotes Base on the demo Server;

(b) any other reliable sources[2].

In the case of any Disputes arising in respect of the break in Quotes Flow, all decisions are made in accordance with the synchronized Quotes Base.

Leverage /Margin Requirements for Contracts for Difference ("CFD")

2.15. The size of the Leverage / Margin is described on the Company's Trading Terms Webpage and / or in the Client Terminal.

2.16. The Company has the right to change the Leverage / Margin requirements for the Trading Account with immediate effect without giving prior notice. Leverage/ Margin Requirements may be changed:

(a) during Abnormal Market Conditions;

(b) during an Emergency Situation;

(c) during Force Majeure Event circumstances.

2.17. The Company is entitled to apply new Leverage / Margin requirements amended in accordance with Clause 2.16 above to the new positions and to the positions which are already open.

2.18. The Company has the right to change the Leverage / Margin requirements for a particular Client(s) at any time and at its sole discretion with prior Written Notice. Such an amendment shall enter into force upon notification to the Client through a durable medium.

Transactions

2.19 The Ask price is used to make a "buy" Transaction. The Bid price is used to make a "sell" Transaction:

(i) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position;

(j) The Bid price is used to close a Long Position (i.e. sell). The Ask price is used to close a Short Position (i.e. buy).

2.20 As regards to Contracts for Differences trading (CFD's) the Company will act on Client's behalf as Matched Principal, as defined in clause 23 ("Interpretation of Terms") below herein.

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[2] If necessary, information is not available on the demo Server.

3. General Provisions for Stock Trading

3.1 The Company will act as Client's execution-only broker (i.e. on a non – advisory basis) and will provide dealing services with respect to the Stocks.

Leverage

3.2 In Stock Trading, the Client buys transactions without any leverage.

Fractional Shares

3.3 Shares that do not constitute to 1 whole share will be considered as fractional of a whole share ("Fractional Shares") and will be considered as a Contract for Difference ("CFD"). All fractional shares will be entitled to any corporate actions such as a dividend. Since the Shares product allows for less than a full unit of the share as illustrated above, a full share will be treated as a unit and anything less than a full unit will be classified as an unleveraged CFD. In the case that the total of fractional shares, under multiple positions of a specific trading account, accumulates to one Stock, this shall remain CFDs and shall not constitute a complete Stock.

Example 1:

A client purchased 1.59 shares of X Share. In this case Client wil have ownership of the one (1) whole share and the 0.59 will be considered as Fractional Share as stated above. Fractional Share of 0.59 will be classified as an unleveraged CFD and will be entitiled to any applicable dividents.

Example 2:

Any dividend due will be paid to the client in proportion to their holdings be they holding a full unit of share or a fraction of share.

For example, if a client owns 995.50 Apple shares, the dividend will be calculated as follows:
- One Share of Apple Stock is trading at $130 and the company pays $1 in dividends. The client will receive $995.50 in dividends being the number of shares multiplied by the dividend offered.

3.4 The Client acknowledges that:

In regards to stock trading, the Client may only Short Stocks held on his/her account under the Contract for Difference (CFDs) Stocks account type. If the Client has instructed the Company to sell a Stock that the Client does not own at the time of the sale and that is not held on the Client's account ("Short Transaction"), such instruction shall be an order of unleveraged CFD transaction.

3.5 The Company will hold and administer Clients' Stocks as a custodian, as defined in clause 10 herein. Under these agreement, the Company may delegate certain obligations, including but not limited to custodianship, to associated companies (any holding company or subsidiary company) and/or third parties.

All Stocks trading shall be made within the Client Terminal and subject to Clauses 19.4 and 19.5 below herein, the Client will not be able to transfer the Stocks out of the account into the client's name or another nominee.

3.6 In case where the Client is an employee or contractor of a financial services firm or any other firm of similar business nature, that has control over the financial transactions in which its employees and contractors deal, the Client is obliged to notify the Company accordingly and advice for any restrictions that may apply.

3.7 The Company will not be permitted to offer Stock trading to Clients who reside in specific countries, in order to ensure compliance with all Federal legislation, sanctions, AML (Anti – Money Laundering) regulations and guidance and as per the requirements emanating from third parties. The list of these countries, which might not be exhaustive and can be updated by the Company from time to time, can be found in the Company's website. Clients from the United States (US Person as defined by the IRS) will not be eligible to trade in Stocks under this Agreementor any other Terms of Business as the Company does not collaborate with Clients from the United States. If subsequently such a Client is identified the Company is entitled to close any open positions the Client may hold and block or close the Client's account.

3.8 The Company will also be required to deduct any applicable withholding tax on income and gross proceeds from the Client's investments in Stocks. The Company does not accept liability for any adverse tax implications of any Transaction whatsoever as per clause 16.6 ("Liability of Parties") below herein.

3.9 The Company will request from non-US Persons to sign a W-8BEN Form, also known as a 'Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting' before the Company accepts an order from the Client to buy a Security in relation to Stocks listed in the United States.

W-8BEN Form

3.10 Purpose of the Form is for establishing status for chapter 3 and chapter 4 of the Internal Revenue Code of the United States as defined in clause 23 ("Interpretation of Terms") hereunder. By this form the Client "certifies" his/her/her country of residence and confirms that is not a resident in the United States.

3.11 Foreign persons are subject to U.S. withholding tax at a 30% rate on income they receive from U.S. sources that consists of: Interest (including certain original issue discount (OID)); Dividends; Rents; Royalties; Premiums; Annuities; Compensation for, or in expectation of, services performed; Substitute payments in a Stocks lending transaction; or Other fixed or determinable annual or periodical gains, profits, or income.

3.12 If the Client has not previously provided to the Company a valid W-8BEN Form, and already holds US Stocks, the Company will request from the Client to complete and submit a W-8BEN Form. Failure to provide the W-8BEN Form when requested may lead to the sale of the Clients' assets in the respective account. The Client has an ongoing obligation to inform the Company about his/her eligibility for W-8BEN status.

3.13 If a change in circumstances of a Client makes any information on the W-8BEN Form already submitted incorrect, the Client must notify the Company within 30 days of the change in circumstances and a new W-8BEN Form must be submitted.

3.14 The Client acknowledges and accepts that the submission of an erroneous, false or fraudulent W8BEN Form may lead to strict liabilities and/or penalties. Any fines imposed will be proportional depending on the difference between actual and falsely reported figures.

3.15 Upon submission of the above form, provision of all requested information and acceptance of a Client's Account application by the Company, pursuant to this Agreement, the Client will become a brokerage Client of the Company. All Stocks transactions made by the Company through the Client Terminal will be settled

and executed by the Company and all Stocks held for and on behalf of the Client will be registered in an omnibus account as explained below.

Omnibus Account

3.17. All Stocks held by the Company for a Client will be deposited by the Company in an omnibus account with a third-party depositary in the name of the Company and will therefore be aggregated with Stocks of other Clients.

3.18. The Client acknowledges and confirms that no interest will be received on the balance of his/her account.

3.19. The Client acknowledges the risk of loss is emanating from the use of omnibus accounts in third parties, i.e. financial or credit institutions, which may cause additional types of risks including legal, liquidation risk, haircut risk, third party risk etc.

3.20. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client. The Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

4. Opening a position

4.1. In order to give an Market Execution Instruction to open a position the Client shall specify the following:

(a)   Instrument;

(b)   Transaction Type;

(c)   Transaction Size; and

(d)   Fill Policy (not relevant to stock trading).

4.2. In order to open a position via the Client Terminal without using an Expert Advisor, the Client shall press the "Buy" or "Sell" button. The Client's Instruction to open a position may be executed at a price that differs from the Quote the Client has received via the Client Terminal during the last Market Quote in the following cases:

(a)   If the current Quote changes since the last Market Quote;

(b)   If the Quote from the last Market Quoteis for a lower Transaction Size than the Client's Instruction Transaction Size

In any case the Instruction will be executed at the best price available from the Company's Liquidity Providers and/or the respective Exchange and/or Price Feeder.

4.3. When opening a position via the Client Terminal using an Expert Advisor, the Client is not able to specify Stop Loss and/or Take Profit Orders levels. If the Client wishes to place these Orders, the Client can do it by modifying the existing position in accordance with Clauses 6.24 to 6.33.

Processing and execution of Instructions to open a position

4.4. Once the Server has received the Client's Instruction to open a position, it automatically checks if the Free Margin is sufficient to open the position:

(a) cumulative Client positions and new Necessary Margin ("New Margin") are calculated depending on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions;

(b) all Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes;

(c) "Free Margin" is calculated as follows: Free Margin = Balance – New Margin + Floating Profit - Floating Loss;

(d) if the above-mentioned calculations for the new position have been done and:

- ◆ "Free Margin" is more or equal to zero, subject to Clause 2.12., the position is opened. The process of opening the position is followed by the relevant record in the Server Log- File; or
- ◆ "Free Margin" is less than zero, then the Company has the right, but no obligation, to decline the Instruction to open the position and the "No money" message will be recorded in the Server Log-File.

4.5. An Instruction to open a position shall be deemed executed and the position shall be deemed open once the relevant record appears in the Server Log-File.

4.6. An Instruction to open a position will be declined by the Company if it precedes the first Quote in the Client Terminal on the Market Opening. In this case, the "Off quotes" message appears in the Client Terminal window.

4.7. When using the One-Click Trading tab in the Market Watch window, an Instruction to open a position will be automatically placed (i.e. without any further confirmation) upon clicking on the "Buy" or "Sell" buttons within the Trading tab of the Market Watch window. Once an Instruction has been placed it may not be cancelled, and will be recorded within the Server Log-File. A One-Click Trade may be rejected in such circumstances as a lack of Free Margin or refusal by the Dealer to open.

4.8. An Order placed by a Client may be not executed due to, amongst other things, lack of liquidity from Liquidity Providers and/or the respective Exchange and/or Price Feeder or Fast Market conditions.

4.9. In such circumstances the Client may indicate his preferred Fill Policy as follows:

(a) If the Client has chosen a "Fill or Kill" policy, the Order shall only be filled with the specified volume and price equal to or better than that indicated within the Order, otherwise the Order shall be terminated;

(b) If the Client has chosen a "Fill or Cancel" policy, the Order shall be executed with the volume maximally available in the market within that indicated in the Order at the price equal to or better than the indicated one. The Order may therefore be partially filled and any remaining quantities will be cancelled.

(c) It is hereby acknolwdged and accepted that this clause 4.9 is not applicable for stock trading.

5. Closing a position

5.1. In order to give an Instruction to close an open position, the Client shall specify the following:

(a) Instrument;

(b) Transaction Size; and

(c) Fill Policy (not relevant to stock trading).

5.2. In order to close a position via the Client Terminal without using an Expert Advisor, the Client shall press the "Close" button. The Client's Instruction to close a position may be executed at a price that differs from the Quote the Client has received via the Client Terminal during the last Market Quote in the following cases:

(a) If the current Quote changes since the last Market Quote;

(b) If the Quote from the last Market Quote is for a lower Transaction Size than the Client's Instruction Transaction Size.

In all instances, the Instruction will be executed at the best price available from the Company's Exhncange and/or Liquidity Providers and/or Price Feeder.

Processing and execution of Instructions to close a position

5.3. An Instruction to close a position is deemed executed and the position is deemed closed once the relevant record appears in the Server Log-File.

5.4. An Instruction to close a position shall be declined by the Company if the Instruction precedes the first Quote on the Market Opening. In this case, the "Off quotes" message appears in the Client Terminal window.

5.5. An Instruction to close a position may be declined by the Company if it is made when the Stop Loss or the Take Profit for this position is in the queue in order to be executed. In this case the "Off quotes" message appears in the Client Terminal window.

5.6. Therefore, the Client is unable to open separate and matching positions of the same Transaction Type. If the Client attempts to open/close such positions, the Client shall have either a zero or net Long/Short Position based upon the net overall exposure at the weighted average price. This clause 5.6 is not relevant to stock trading.

5.7. When using the One-Click Trading tab in the Market Watch window, in order to close a position, a trade matching in volume but in opposite direction must be placed. If the Client attempts to open/close a trade volume greater (or less) than the position already open, the Client shall have either a zero or net Long/Short Position based upon the net overall exposure at the weighted average price. Once an Instruction has been

placed it may not be cancelled and shall be recorded within the Server Log-File. A One-Click Trade may be rejected in such circumstances as a lack of Free Margin or refusal by the Dealer to open a position and shall be recorded within the Server LogFile. This clause 5.7 is not relevant to stock trading.

5.8. In the event that any position is correctly closed according to the governing agreement under normal or abnormal market conditions, the Company shall not be liable to the Client for any potential loss profits or losses incurred based on hypothetical actions Client had intended to complete in case the disputed positions have not been closed under any circumstances. This clause 5.8 is not relevant to stock trading.

6. Orders

General

6.1. The Client will place orders solely on his/her own behalf and not on behalf of another person whether as a nominee, trustee, fiduciary or otherwise.

6.2. The Client warrants and represents that will use reasonable endeavors to ensure that any order placed by the Client is consistent with accepted market practice and conduct in the applicable financial instrument been traded.

6.3 The Company may, in its sole and absolute discretion, decline to execute any orders for a variety of reasons, including, but not limited to, the size of an order, market conditions, Client's breach of these Terms and/or Operative Agreements, a violation of any applicable rules or regulations related to the Clients' orders, insufficient or inadequate Stocks or liquid funds in Client's Account (including all commission, charges, taxes and any amount in addition to the current price of the Security that the Company reasonably considers may be necessary), insufficient margin, risk considerations, Company's request to check the instructions provided by the Client, (e.g., suspected fraud), Company's concern that the order may not have come from the Client or an authorized person on Client's behalf, Client has exceeded any limit applicable to him or in respect of Clients' dealings with the Company and other matters that affect trading generally (including but not limited to technology limitations).

6.4 The Client is responsible for the monitoring of all of the orders entered into the Company's electronic systems until such orders are confirmed or a cancellation is confirmed by the Company.

6.5 There is no guarantee that the Client's order will be filled in full or in part. Where a delay occurs for any reason, the Company will attempt to execute the order as soon as reasonably practicable. The Client acknowledges and accepts that the market price of the Stocks may have moved during the time between the Company's receipt and acceptance of the order and the Company's attempt to execute order. In these circumstances, the third-party who has provided the quotation to the Company is not obliged to honor the indicative price that the Client has received and, if that is the case, the Company may reject the order. Such movements in price may be in Client's favor or against him.

6.6 The Client acknowledges and agrees that the Company reserves the right to cause any of the orders to be routed for execution to one or more exchanges and/or alternative trading systems, associations, electronic communications networks or markets if the Company, in its sole and absolute discretion, determine that doing so will result in the better execution of the orders.

6.7 Unless the Company agrees otherwise, all sums payable by the Client are due immediately and must be paid on entering into the transaction and will be paid in accordance with clause 11 (Fee).

6.8 Each order given by the Client, will be binding on the Client notwithstanding that by entering into the order as applicable, the Client may have exceeded any limit applicable to him or in respect of the Clients' dealings with the Company.

Order types in the Trading Platform

6.3. In order to open a position, the following Orders (Pending Orders) may be used:

(a) "Buy Stop" an Order to open a Long Position at the price higher than the price at the moment of placing the Order;

(b) "Sell Stop" an Order to open a Short Position at the price lower than the price at the moment of placing the Order; (not relevant to stock trading)

(c) "Buy Limit" an Order to open a Long Position at the price lower than the price at the moment of placing the Order;

(d) "Sell Limit" an Order to open a Short Position at the price higher than the price at the moment of placing the Order; (not relevant to stock trading)

(e) "Buy Stop Limit" a Pending Order to place Buy Limit Order at specified level if the future Ask price reaches the value indicated in the Order;

(f) "Sell Stop Limit" an Order to place Sell Limit Order at specified level if the future Bid price reaches the value indicated in the Order. (not relevant to stock trading)

6.4. In order to close a position, the following Orders may be used:

(a) "Stop Loss" an Order to close a previously opened position at the price less profitable for the Client than the price at the moment of placing the Order;

(b) "Take Profit" an Order to close a previously opened position at the price more profitable for the Client than the price at the moment of placing the Order;

(c) "If Done Order" Stop Loss and/or Take Profit which are activated once the Pending Order they are related to has been executed.

When and for how long Orders can be placed

6.5. The Client may place, modify or delete Orders only within trading hours for the relevant Instrument. The trading hours for each Instrument are indicated in the Contract Specifications.

6.6. Pending Orders on the Instruments, which are traded 24 hours a day, have "GTC" ("Good Till Cancelled") status. The expiry date and time can be set by the Client in the "Expiry" field.

6.7. Pending Orders on the Instruments, which are not traded 24 hours a day, have "Day Order" status and will be deleted at the end of a trading session. (not relevant to stock trading)

6.8. Stop Loss and Take Profit for all Instruments have "GTC" status ("Good Till Cancelled").

The procedure for placing an Order

6.9. In order to give an Instruction to place a Pending Order, the Client shall specify the following required parameters:

(a) Instrument;

(b) Fill Policy; (not relevant to stock trading)

(c) Order type (Buy Stop, Buy Limit, Sell Stop (not relevant to stock trading) , Sell Limit (not relevant to stock trading), Buy Stop Limit or Sell Stop Limit (not relevant to stock trading));

(d) Transaction Size;

(e) Order Level;

(f) Stop Limit Price (for Stop Limit Orders only and not relevant to stock trading)

In addition, the Client may indicate the following optional parameters:

(g) level of Stop Loss. "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);

(h) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed); or

(i) date and time when the Pending Order expires. The Instruction will be declined if:

- any of the required parameters is not specified or is incorrect; or
- any of the optional parameters is incorrect.

In this case, the "Invalid S/L or T/P" error message appears if the Orders are placed via the Client Terminal without using an Expert Advisor.

6.10. If the Client gives an Instruction to place Stop Loss or Take Profit, the following information must be specified:

(a) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and

(b) level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the information is incorrect and the Orders are placed via the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

6.11. If the Client gives an Instruction to place the If-Done Orders on a Pending Order, the Client shall specify the following:

    (a)   Ticket for the Pending which the Client intends to place the Orders on;

    (b)   level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and

    (c)   level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed via the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

6.12. Unless otherwise indicated in the Contract Specifications, while giving an Instruction, the difference between the Stop Loss, Take Profit or the Pending Order level and the current market price must not be less than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:

    (a)   for the Stop Loss on the Short (or Long in regards to stock trading) Position the current market price is the Ask (or Bid in regards to stock trading) price and the Order must not be placed lower (or higher in regards to stock trading) than the Ask (or Bid in regards to srock trading) price plus(or less in regards to stock trading) this number of Points;

    (b)   for the Take Profit on the Short (or Long in regard to stock trading) Position the current market price is the Ask (or Bid in regards to stock trading) price and the Order must not be placed higher (or lower in regards to stock trading) than the Ask(or Bid in regards to stock trading) price less this number of Points;

    (c)   for the Stop Loss on the Long Position the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points; (not relevant to stock trading)

    (d)   for the Take Profit on the Long Position the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points; (not relevant to stock trading)

    (e)   for the Buy Limit the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;

    (f)   for the Buy Stop the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;

(g)   for the Sell Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points; (not relevant to stock trading)

(h)   for the Sell Stop the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points; (not relevant to stock trading)

(i)   for the Sell Stop Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price less this number of Points; (not relevant to stock trading) and

(j)   for the Buy Stop Limit the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points.

6.13.   Unless otherwise indicated in the Contract Specifications, while giving an Instruction, the difference between the If‑Done Order level and the level of the Pending Order must not be closer than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:

(a)   the Stop Loss on the Buy Limit, Buy Stop or Buy Stop Limit must not be placed higher than the level of the Pending Order less this number of Points;

(b)   the Stop Loss on the Sell Limit, Sell Stop or Sell Stop Limit must not be placed lower than the level of the Pending Order plus this number of Points; (not relevant to stock trading)

(c)   the Take Profit on the Buy Limit, Buy Stop or Buy Stop Limit must not be placed lower than the level of the Pending Order plus this number of Points; and

(d)   the Take Profit on the Sell Limit, Sell Stop or Sell Stop Limit must not be placed higher than the level of the Pending Order less this number of Points. (not relevant to stock trading)

6.14.   An Instruction to place an Order is deemed executed and the Order is deemed placed once the relevant record appears in the Server Log‑File.

6.15.   Each Pending Order has a Ticket.

6.16.   An Instruction to place an Order may be declined by the Company if it precedes the first Quote on the Market Opening. In this case, the "Off quotes" message appears in the Client Terminal window.

6.17.   The Company has the right, but no obligation, to decline an Instruction to place an Order if, while a Dealer processes this Instruction, the current Quote reaches the level at which Clause 6.18 or 6.19 have been breached.

The procedure of modifying and deleting an Order

6.18.   If the Client gives an Instruction to modify Pending Order parameters (the level of the Pending Order and/or If‑Done Orders), the Client shall specify the following:

(a)	Ticket;
(b)	Order Level;
(c)	Stop Limit Price (for Stop Limit Orders only);
(d)	level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);
(e)	level of Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed, modified or deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

6.19. If the Client gives an Instruction to modify Stop Loss and Take Profit on the Open Position, the Client shall specify the following:

(a)	symbol of trading instrument of position on which Stop Loss or Take Profit is modified;
(b)	level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
(c)	level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed, modified or deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify " button shall remain inactive.

6.20. When the Client gives an Instruction to delete a Pending Order, the Client shall specify its Ticket.

6.21. An Instruction to modify or delete an Order is deemed executed and the Order is deemed modified or deleted once the relevant record appears in the Server Log File.

6.22. An Instruction to modify or delete an Order may be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

6.23. The Company has the right, but no obligation, to decline an Instruction to modify or delete an Order if, while it is being processed, the Order has been placed in the queue in order to be executed in accordance with Clause 6.34 hereto.

6.24. When the Client has given an Instruction to modify or delete an Order Level, the Company has the right, but no obligation, to cancel the Order Level modification or Order deletion, if the processing of that Instruction is finished after the Order is placed in the queue in order to be executed in accordance with Clause 6.34 hereto.

6.25. If the Company accepts an order and then an event takes place which means that it is no longer reasonable for the Company to act on that order, the Company will be entitled to disregard or cancel the order, without any liability from the Company's side. Examples include but are not exhaustive to the below:

  (a) a change in the applicable regulations, so that the order or the transaction to which the order relates ceases to be in compliance with the applicable regulations;

  (b) an event takes place which directly affects the Company, for example, a corporate event and/or the insolvency and/or dissolution of the Company; or

  (c) if the Company ceases to offer the Order that the Client has requested.

6.26. The Company may be required to cancel a transaction if requested by an exchange or may be required to cancel an order if requested or recommended by an exchange and the Client agrees to use all reasonable endeavors to assist the Company in this regard.

6.27. The Client acknowledges that it may not be possible to cancel or modify an order. Any attempt to cancel or modify an order is simply a request to the Company to do so. The Company is not liable to the Client if the Company is unable to cancel or modify an order as per clause 16.6 ("Liability of Parties"). The Client understands and agrees that, if an order cannot be cancelled or modified, the Client is bound by any execution of the original order.

6.28. The Client further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order or the execution of duplicate orders, that the Company's' systems do not prevent such over-executions or duplications from occurring, and that the Client shall be responsible for all such over-executions or duplications. If the Client enters a cancellation request, the Client agrees to confirm that the cancellation request has been affected prior to entering a replacement order.

6.29. The Client agrees not to assume that any order has been executed or cancelled until he has received written confirmation from the Company. The Company is responsible for knowing the status of the Clients' pending orders before entering additional orders. The Client agrees to contact the Company immediately if the status of an order is unclear.

The procedure of Order execution

6.30 The Order is placed in the queue in order to be executed in the following cases:

  (a) the Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;

  (b) the Stop Loss on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level;

  (c) the Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;

(d)   the Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;

(e)   the Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;

(f)   the Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level; (not relevant to stock trading)

(g)   the Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;

(h)   the Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level; (not relevant to stock trading)

(i)   the Buy Stop Limit is placed in the queue to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;

(j)   the Sell Stop Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level.(not relevant to stock trading)

6.31 Once the Pending Order is placed in the queue in order to be executed, the Server automatically checks if the Free Margin is sufficient to open the position:

(k)   cumulative Client positions and new Necessary Margin ("New Margin") are calculated depending on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions;

(l)   if the Pending Order Level is in the Price Gap, the Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes at the moment the Order is placed in the queue in order to be executed; and

(m)   "Free Margin" is calculated as follows: Free Margin = Balance – New Margin + Floating Profit Floating Loss;

(n)   if the above-mentioned calculations for the new position have been done and "Free Margin" is less than zero, then the Company has the right, but not obligation, to decline the Instruction to open the position and delete the Pending Order and the "No money" message will be recorded in the Server Log File.

6.30.   An Order is deemed executed once the relevant record appears in the Server Log File.

6.31.   In case of Pending Order execution, the process of opening the position is followed by the relevant record in the Server Log File and the position opened by this Order is being added to the existing Cumulative Position for this instrument.

6.32. Pending Order can be executed partially if there is not enough liquidity to hedge the trade with Liquidity Providers at the Order Level.

6.33. In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Limit, Sell Limit and Take Profit orders at the requested price at the moment the order is executed.

6.34. In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Stop, Sell Stop and Stop Loss orders at the current available price at the moment the order is executed. The Client acknowledges, agrees and consents herein that the execution price may differ from the order level.

6.35. In the cases where a pending order level and/or the respective order's Stop Loss and/or Take Profit shall fall within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, shall open and close a position immediately within the same tick, at the first available price.

6.36. Please bear in mind, that the Company may at its sole discretion change within the hour before the close of the trading session on every Friday, the Stop Out and Margin Call levels from 50% to 100% and from 80% to 130% respectively, for all ECN MT5 accounts. Moreover, kindly note that the Company may extend these amendments for as long as it deems necessary after the market opening, by providing the Client with prior written notice. (not relevant to stock trading)

Limit Order

6.37. The Company does not offer Limit order execution in Stock Trading.

Suspension of Order

6.38. If at any time trading on the Underlying Market is suspended in any Stocks that forms the subject of the Client's order, then the applicable order will also be suspended and the Client will not be able to sell any Stocks that the Company holds on Client's behalf until such suspension is terminated and trading recommences.

6.39. Following lifting of suspension, any order that the Client may has given with respect to the Stocks that has been triggered will be executed as soon as is reasonable in the circumstances having regard to liquidity in the Underlying Market. The Company cannot guarantee that his/her order will be executed at the first available Underlying Market quote.

Cancellation of Order in case of insolvency/ dissolution/ delisting of Instrument (Company)

6.40. Where the Instrument is in respect of a company, and that company is delisted from the Underlying Market, goes into insolvency or is dissolved, the order will be cancelled and any

Stocks the Company holds on Client's behalf will be dealt with in accordance with the terms of the delisting, insolvency or dissolution, as applicable.

6.41. If the Company is notified that a Stock that a Client holds in his/her Account is likely to be delisted, the Company will promptly inform the Client, and then promptly sell the Stock on his/her behalf at such time and price, and in such manner, as it determines.

7. Stop out

7.1. The Client by accepting this Agreement hereby irrevocably acknowledges, accepts and agrees that the Company is entitled to close the Client's Open Positions without the consent of the Client or any prior notice if the Equity is less than the Level of Stop Out specified at Trading Terms on the Company's Webpage.

7.2. Margin Level is monitored by the Server and subject to clause 7.1 the Server generates the Stop Out Instruction to close a position. Stop Out is executed at the price at which the Company has hedged the trade. The Company has the right, in its sole and absolute discretion, to adjust this price to reflect the cost(s) of hedging. Stop out shall be executed at the current price available at the moment the order is executed.

7.3. If the Client has several Open Positions, the first position which has to be placed in the queue in order to be closed is the one with the highest Floating Loss.

7.4. The Company ensures that losses will never exceed the total available funds across the Clients' Exinity's trading portfolio (negative balance protection).

7.5. The Company has the right to close any Open Position of the Client without warning if it is required in accordance with the Dispute process.

7.6. Please bear in mind, that the Company may at its sole discretion change within the hour before the close of the trading session on every Friday or at any other given time, the Stop Out and Margin Call levels from 50% to 100% and from 80% to 130% respectively, for all ECN MT5 accounts. Moreover, kindly note that the Company may extend these amendments for as long as it deems necessary after the market opening, by providing the Client with prior written notice.

8. Off Exchange

8.1. The Company may deal through Exchanges and numerous Retail Service Providers and Market Makers. The Company may place a Client's order outside of an Exchange if this satisfies and is in accordance with the Order Execution Policy of the Company. By accepting these Agreement, the Client agrees and acknowledges that the Company will be entering into transactions for and on Client's behalf outside a regulated market or a Multilateral Trading Facility, as defined in clause 23 ("Interpretation of Terms") below herein.

9. Aggregation

9.1. The Company may aggregate orders received from the Clients. Aggregation means that the Company may combine a Client's order with those of other Clients of the Company for execution as a single Order. The Company may combine a Client's order to deal with those of other Clients if the Company reasonably believes that this is in the best interests of the Clients as a whole.

9.2. However, on occasions, aggregation may result in Client's obtaining a less favorable price once an order has been executed. The Client acknowledges and agrees that the Company shall not have any liability to the Client as a result of any such less favorable price being obtained.

10. Custody

Stocks Registration

10.1. Stocks which are held by the Company for Client's Account will be registered in the name of the Company, as the Client's custodian or (b) a nominee other than the Company, including a sub- custodian or a recognized depository clearing organization. Client's ownership of the Stocks will be reflected in the Company's records.

Client Assets

10.2. The Client instructs the Company to hold any Security bought on Client's behalf until the Company receives further instruction from the Client to sell. The Company will act as custodian and will hold Instruments on Client's behalf in accordance with any applicable regulations.

10.3. The Company may, subject to any applicable regulations, appoint any other person as a sub-custodian or otherwise to hold Stocks, including documents of title or certificates evidencing title to such Stocks. The Company will exercise reasonable skill and care in the selection, appointment and periodic review of sub-custodians but will not be liable for the third parties' acts, omissions, insolvency or dissolution as per clause 16 ("Liability of Parties"). Any discrepancy in terms of Client assets and any resulting shortfall will be dealt with in accordance with any applicable regulations. Detailed records of all of the Clients' Stocks held by the Company will be kept at all times to show that Clients' Stocks are held for and on his/her behalf and benefit, and do not belong to the Company or any sub-custodian.

10.4. Clients' Instruments will be registered in the same name as those of other clients (pooled together with other Clients' Instruments in an omnibus co-mingled custody account). If the Company or the third-party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients. In addition, in the event of an unreconciled shortfall caused by the default of a custodian, the Client may share proportionately in that shortfall.

10.5. The Client authorizes the Company and any sub-custodian to hold or transfer Stocks (or entitlements to them) to a Stocks depository, clearing or settlement system. Stocks that cannot be settled through a central Stocks depository system may be held overseas by a third-party (including custodian, sub-custodian, registrar, bank, intermediate broker, or settlement agent) in the name of the Company or a third-party nominee. Details of the name that an Instrument is registered in are available on request.

10.6. The Client agrees that because of the nature of applicable laws or market practices in certain jurisdictions, the Company may decide that it is in the best interest of the Client and for his/her Stocks, to be registered or recorded in Company's name. If this is not feasible for the Company, then:

a) Client's Stocks may be registered or recorded in the name of the Company as the case may be;

b) As a consequence, in the event of a failure, Clients' Instruments may not be as well protected from claims made on behalf of the Company's general creditors. It should be noted that when the Company arranges for a third-party to hold Clients' Instruments overseas there may be different settlement, legal and regulatory requirements than those applied in Abu Dhabi Global Market. In that case, the Company shall disclose to the Client beforehand, if applicable, that the Client's Stocks may be held in a jurisdiction outside the Abu Dhabi Global Market and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the Abu Dhabi Global Market.

10.7. The Client remains the beneficial owner of the Stocks and money that the Company holds for and on Client's behalf. The Client hereby acknowledges and agrees that he will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Instruments and money held on Client's account with the Company.

10.8. The Client will not be entitled to any interest in respect of Stocks and/or money held by the Company as custodian and any interest will be retained by the Company.

10.9. The Company may be required to give Client's details (including email address) and details of Client's shareholding to the companies' registrars.

10.10. In the event that the Company has not received instructions from the Client in relation to any of the Stocks held in the Client's account (e.g. to purchase, sell or move the assets) for a period of at least twelve (12) years (notwithstanding any receipts of dividends or interest or similar items and irrespective of any movement of the Client's account balance) and the Company is unable to trace the Client despite having taken reasonable steps to do so, the Client agrees that the Company may cease to treat the assets as Client assets.

10.11. The Company will maintain true, complete and accurate records relating to the liquid funds and Stocks held by it for each Client. The Company will take reasonable care in the selection and ongoing supervision of the bank and depositary with which the liquid funds and Stocks are deposited, but will not be liable for the acts or omissions of the bank or depositary as per clause 16 ("Liability of Parties"). Clients' assets may be at risk if the bank or depositary

becomes insolvent. If any of the liquid funds or Stocks held for and on behalf of the Client by the Company are properly passed to the account of a third party in connection with a transaction or in order to meet margin or collateral obligations, the funds or Stocks may be at risk if the third party becomes insolvent.

10.12 Since Clients' liquid funds and Stocks will be pooled by the bank or depositary with liquid funds and Stocks belonging to other Clients, the Client will not have a legal claim against a specific sum of money or a specific security. Instead, any claim will be against the pool in general. If there is an irreconcilable shortfall in the pool of liquid funds or Stocks following a default by the bank or depositary (for example, if it becomes insolvent), the Client may not receive the full entitlement to the liquid funds or Stocks. If so, the Client will share in the shortfall pro rata. The laws of some territories outside Abu Dhabi Global Markets do not recognize the legal concept of a "client account". If the Company becomes insolvent and any of the Clients' liquid funds or Stocks are held in the name of the Company by a bank or depositary in such a territory, those funds or Stocks will therefore be available to Company's creditors generally and so may be at risk. If Clients' liquid funds or Stocks are held by a bank or depositary outside the Abu Dhabi Global Markets, the applicable legal and regulatory regime may differ from that of the Abu Dhabi Global Markets. Clients' rights may differ accordingly, particularly if the bank or depositary defaults. In that case, the Company shall disclose to the Client beforehand, if applicable, that the Client's Stocks may be held in a jurisdiction outside the Abu Dhabi Global Market and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the Abu Dhabi Global Market.

11. Fee

11.1. The Client will be subject to certain fees and commissions. The Clients hereby agrees to pay brokerage commissions, charges, foreign exchange dealing commissions on currency conversions, credit card processing fees and other fees promptly as set forth in the Company's website as applicable to Client's account and the transactions and Services the Client receives. The Client also agrees to pay all applicable country, federal, state and local taxes. The Client authorizes the Company automatically to debit his/her account for any such commissions, charges, fees and taxes. The Company may modify the fee schedule at any time.

11.2. Additional charges may also be incurred by the Client in the case of delayed or failed settlement of a transaction. Any such amounts will be the Client's responsibility and where appropriate will be deducted from the Client's account.

11.3. The Company may charge the Client for the provision of market data or any other account feature or such other fees as the Company reasonably advise the Client from time to time.

12. Settlement

12.1. To execute a purchase order for Stocks, the Company requires that the Client's account contains available funds equal to or greater than the purchase price of the Stocks plus any associated fees and commissions and that all payments for the purchase be made without set-off, counterclaim or deduction.

12.2. Settlement of purchases will be at the Client's risk. Accordingly, the Company will not be liable to the Client if any other counterparty to an order defaults. Applicable law may require the Company, the Execution Broker, any other counterparty, a bank or a depositary to deduct tax from sale proceeds before they are credited to the Client's account or remitted to the Client from his/her account.

12.3. The Company will effect any currency conversions necessary in order to settle a purchase at such rates, and in such manner, as it may, in its discretion, determine.

12.4. Where available, the Company utilizes central Stocks depositories for the settlement of the applicable Security. If an Instrument ceases to be able to be settled through the applicable central Stocks depository, the Client accepts that the Company may have to use alternative dealing facilities to fulfill the order and/ or levy an increased charge for such order. The average settlement time is time of execution +2 days.

12.5. The Company is not responsible for any delay in the settlement of a transaction resulting from circumstances beyond the Company's control, or the failure of any other person or party (including the Client) to perform all necessary steps to enable completion on the settlement date. Company's obligation is only limited to pass on to the Client, or to credit to the Client's account, such deliverable documents or sale proceeds (as the case may be) as the Company actually receives.

12.6. The Company may refuse to allow a withdrawal on any account that the Client has with the Company if it would leave insufficient funds in the account to pay for any unsettled transactions. Where the Client makes payment into his/her account and then make a withdrawal shortly afterwards, the Company reserves the right to delay settlement for up to eight business days to ensure that the payment has cleared.

12.7. If the Client buys an Instrument, the consideration for the transaction and, in addition, commission payable and all applicable charges and taxes to that transaction will be the Client's responsibility and will be deducted from his/her account and held by the Company as pending settlement. Monies deducted will not be treated as client money on the day of expected settlement. If settlement does not occur on the day of expected settlement the monies will be treated as client money. It is the Client's responsibility to ensure at all times that sufficient cleared funds are on his/her account to satisfy settlement of any transaction and all commission, charges and taxes associated with that transaction.

12.8. Should the transaction fail to settle for any reason, the Company may reverse the transaction, return any commission and all applicable charges and taxes for that transaction and cancel the debit of any cash from the Client's account and amend the account accordingly to reflect the same.

13. Corporate Actions regarding CFDs on Equities/Indices, Stocks, Voting Rights, Interest and Dividends

General

13.1. While trading Stocks, Stocks CFDs and Indices CFDs, please consider that the Company may, at its sole and absolute discretion, apply reasonable measures in order to reflect the Corporate Actions of the underlying assets. This can include but is not limited to: Stocks Splits / Reverse Splits, Spin – offs, Dividends Payments, Rights Entitlement Issues, Mergers or Acquisitions, Reorganizations, Take – Over offers (and similar), Name and Symbol changes, any available Insurance Coverage (Including the limitation of such insurance) etc.

13.2. Please also note that it is the Client's sole responsibility to be aware if an upcoming corporate event is approaching that may affect the underlying Stocks. The Company might charge the costs associated with the corporate actions, depending on Client's position direction (Buy), without a notice as this has been applied directly by our Liquidity Provider and/or the respective Exchange and/or Price Feeder to the Company. The Company will make its best efforts to effect the adjustments needed on the Client's Account on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice and/or taking into account the treatment the Company may receive from its counterparties or any relevant third party.

13.3. Nothing contained herein shall be construed as an obligation of the Company to provide to the Client such rights resulting out of a Corporate Action.

13.4. The Company shall not be obliged to but may arrange for the Client to receive the report, accounts and other information issued by a company. The Company is not obliged to but may notify the Client of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to Clients' Instruments.

Corporate Events

13.5. A corporate action is something which will bring about a change to the Instruments the Company holds on Client's behalf, such as a rights entitlement issue. If there is a corporate action on Instruments the Company holds on Client's behalf, the Company will use reasonable efforts to contact the Client, however the Client acknowledges that there may be situations where it is impractical to do so. The Company shall be under no duty to tell the Client of or act upon any corporate event until the relevant Instruments are registered in the name of the Company's nominee. Only information issued through the applicable Exchange or the registrars will be relayed to the Client.

13.6. The Client must return any valid election correspondence in respect of a corporate action by the deadline specified by the Company. This may not correspond with the deadline set by the registrars. It is Client's responsibility to ensure he has sufficient monies on his/her account to satisfy any purchase of Stocks pursuant to a corporate action. Where Stocks or cash are due to the Client as a result of a corporate action, these will be credited to the Client's account as soon as reasonably possible after the Company receives them, net of any commission, payment and applicable tax. Elections received in respect of corporate actions are deemed to be irrevocable and final.

13.7. If the Company has not received a valid election correspondence from the Client by the relevant date, the Company will use reasonable efforts to act in accordance with the default terms of the registrars, except in such a case that the Company has specified an alternative default option and/or in the following circumstances:

(a) in respect of take-overs, the Company will use reasonable efforts to accept the default terms of an offer after the offer has been declared wholly unconditional or unconditional in all respects. The Client will be notified accordingly on receipt of the proceeds of the offer. Any adjustment shall represent the economic equivalent of the rights and obligations of the Company and the Client next to the time of the action; and

(b) in the event of a Share held on Client's account altering the exchange on which it is listed, the Company will use reasonable efforts to return the shareholding to the Client in certificated form.

13.8. The Company reserves the rights to close out any open positions at the market price as soon as practical following such Corporate Event taking place, in order to make any required adjustment (price, quantity or any other adjustment) resulting out of the Corporate Action.

13.9. Where a corporate event results in a fractional entitlement to part of a Share, then the Company may aggregate those fractional entitlements and sell such fractional Shares and credit Client's account with a cash value which may be subject to a minimum charge.

13.10. Where corporate events (such as partial redemptions) affect some but not all nominee Instruments held in a pooled account, the Company shall allocate the Instruments which are affected to relevant clients in such a fair and equitable manner as the Company reasonably consider is appropriate.

13.11. If the terms of a corporate event require an election to be made on behalf of the Company's entire nominee holding in a company, the Company reserves the right not to offer an option to the Client, where it is reasonable to do so. The Company will use reasonable endeavors to give the Client an alternative option but without guarantying that this will match the options offered by that company.

13.12. The Company will reflect a corporate event on Client's account as soon as practicable after the Company has received confirmation that the corporate event has been completed from its custodians.

13.13. If the Company is notified of a class action or group litigation that is being proposed or taken concerning Instruments that its nominee is holding, or has held, on Client's behalf, the Company is not required to inform the Client about this/her or otherwise act on that notification.

13.14. In the case of spin - offs, these will be applied to the primary symbol. However, the spin - off quantity from the primary symbol will not be transferred to the new spin - off symbol. The Company will use reasonable endeavors and make its best efforts to add the spin-off symbol to the market watch as soon as practicable but without guarantying that such adjustment will take effect before the market opening. The Company will have no liability to the Client in relation to any profit and/or loss, costs or expenses that the Client may suffer as a result of the aforementioned actions.

Voting Rights (applicable only for Stock Trading)

13.15. The Company is not obliged to but may inform the Client of, or arrange the exercise of any voting rights attaching to Instruments the Company holds on Client's behalf, whether exercisable at an annual general meeting or otherwise.

Interest

13.16. The Company will not be liable for any loss of interest due to any delay outside Company's control in crediting any income to Clients account. Income payments will usually be credited in cash net of applicable Taxes.

Dividends

13.17. The Company will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to Client's Instruments the Company holds on Client's behalf.

13.18. The Company is not obliged to but may offer the Client any dividend reinvestment plans available or any scrip option or stock dividend offered or the like for Instruments that Company holds on Client's behalf. However, any such decision will not take account of Client's personal tax position. In general, the Client will receive the cash default option.

13.19. The Company may, but is not obliged to, offer to the Client any other rights or special offers that are made available to holders of Instruments.

13.20. The Company may at its election claim or reclaim tax credits on dividends or other income on foreign Stocks. In order to deal in US Shares, the Client will be required to first provide to the Company with a valid US tax form (W8BEN Form). The Client has an on-going obligation to inform the Company if his/her tax status changes.

13.21. As the Company will hold Clients' Instruments in one or more pooled accounts, the Client may receive dividends or distributions net of applicable Taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the Instruments were held in Client's own name or not pooled.

14. Communication

14.1. In order to communicate with the Client, the Company may use:

    (a) Client Terminal internal mail;

    (b) Email;

    (c) Telephone;

    (d) Company News Webpage;

    (e) Browser or mobile notifications.

Contact details provided by the Client whilst opening the Trading Account or updated in accordance with Clause 14.4 will be used by the Company to contact the Client and the Client hereby agrees to accept any notices or messages from the Company at any time.

14.2. Any communication sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

    (a) if sent by Client Terminal internal mail, immediately after sending it;

    (b) if sent by email, within one hour after emailing it;

    (c) if by telephone, then once the telephone conversation has been finished;

    (d) if posted on the Company News Webpage, within one hour after it has been posted.

    (e) If sent by Browser or mobile notifications, within one hour after sending it.

14.3. For the purpose of Clause 6, "business hours" mean between 9:00 a.m. and 5:00 p.m. GMT / UTC + 4 (last weekend of October – last weekend of March). The Clients are encouraged to consult the Contract Specification section found in the Company's website.

14.4. The Client shall notify the Company immediately of any change in the Client's contact details.

14.5. Transactions shall be confirmed by email on the next Business Day after the execution.

14.6. If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Customer Support Department in accordance with Clause 14.

14.7. On the first day of each month the Company shall send by email a statement which includes all Transactions during the previous month.

14.8. Any telephone conversation between the Client and the Company may be recorded. All Instructions and Requests received by telephone shall be binding as if received in writing. Any recordings shall be and shall remain the sole property of the Company and shall be accepted by the Client as conclusive evidence of the Instructions, Requests or conversations so recorded.

The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

15. The Procedure for Dispute Resolution and Complaints Procedure

Complaints Procedure

15.1. Both the Company and the Client have the right to initiate the process of Dispute resolution. In a case where the Company initiates it, the decision must be made and all the necessary actions must be taken within one Business Day of the Dispute arising. If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of these Terms of Business, the Client has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen.

15.2. To file any complaint, the Client should complete the standard form in MyExinity. A new complaint is assigned with a unique number (TID) and the Client will be advised of the complaint status via email, sent from compliance.ad@exinity.com.

15.3. A complaint shall include:

(a) name and surname of the Client (or company name if the Client is a legal entity);

(b) Client's login in the Trading Platform;

(c) details of when the conflict first arose (date and time in the Client Terminal Time Zone);

(d) Ticket of the position or Pending Order;

(e) description of the conflict situation supported by the reference to these Terms of Business.

15.4. The complaint must not include:

(a) affective appraisal of the conflict situation;

(b) offensive language;

(c) uncontrolled vocabulary.

15.5. The Company has the right to refuse a complaint if any of clauses 15.1, 15.3 or 15.4 have been breached.

Server Log-File

15.6. The Server Log-File is the most reliable source of information in a case of any Dispute. The Server Log-File has the absolute priority over other arguments including the Client Terminal Log-File as the Client Terminal Log-File does not register every stage of the execution of the Client's Instructions and Requests.

15.7. If the Server Log-File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

Indemnification

15.8. The Company may resolve all Disputes by:

(a) crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative;

(b) reopening erroneously closed positions; or

(c) deleting erroneously opened positions or placed Orders.

15.9. The Company has the right to choose the method of Dispute resolution at its sole discretion.

15.10. Disputes not mentioned in this Agreementare resolved in accordance with the common market practice and at the sole discretion of the Company.

15.11. If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in respect of the Dispute will be made on a basis of the live/real Server's Quotes Base synchronized in accordance with clause 2.12. hereto.

15.12. The Company shall not be liable to the Client if for any reason the Client has received less profit than had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.

15.13. The Company shall not be liable to the Client in respect of any indirect, consequential or non-financial damage (emotional distress etc.).

15.14. The Compliance Department shall consider any Client's complaint or Dispute and endeavor to investigate any Dispute or complaint as soon as reasonably practicable. All complaints will be considered within two Business Days from the day the complaint is received.

15.15. The Company shall take all necessary actions in accordance with clauses 15.8 (a), (b) and/or (c) as soon as reasonably practicable but in any case, within one Business Day after the decision in respect of the Dispute is made.

Refusal of complaint

15.16. If the Client has been notified in advance by Client Terminal internal mail (or by some other way) of routine construction on the Server, complaints made in respect of any unexecuted

Instructions which are given during such construction periods are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint.

15.17. Provided that clause 6.34 has not been breached, complaints in respect of time of Order execution, notwithstanding the amount of time a Dealer needed to execute the Order as well as the time when the Server Log-File Recorded Order execution, are not accepted.

15.18. No Client complaints will be accepted in respect of the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

15.19. In respect of all Disputes any references by the Client to the Quotes of other companies or information systems will not be considered.

15.20. The Client acknowledges that the Client will not be able to manage the position while the Dispute in respect of this position is being considered and no complaints in respect of that matter are accepted.

15.21. The Client acknowledges that the Company will not notify the Client that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.

15.22. Once the Dispute has been resolved the Company has the right to trigger the Stop Loss or the Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.

15.23. The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.

15.24. It is hereby acknowledged and accepted that the Client should also consult the Complaints Management Policy found on the Company's website, as amended from time to time, vis-à-vis the initiation of the above procedure.

16. Liability of Parties

16.1. The Client is responsible for all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us as a result of any failure by the Client to perform any of the Clients' obligations under this Agreement, in relation to any Instruction received from the Client, Market Abuse, Transaction that the Company executes on the Client's behalf or in relation to any false information or declaration made either to the Company or to any third party, in particular to any Exchange and/or Liquidity provider and/or Price Feeder. The Client acknowledges that his/her responsibility extends to the Company's legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against the

Client, or instructing any debt collection agency, to recover monies owed by the Client to the Company.

16.2.   The Client agrees that will not hold the Company liable for any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and/or costs suffered by the Client, resulting from or arising out of any act or omission by any person obtaining access to Client's account by using Client's designated account number and/or password and/or Security Details, whether or not the Client authorized such access.

16.3.   The Company shall not be liable for any default and/or omissions and/or errors and/or mistakes and/or insolvency and/or dissolution of any third party and/or Associated Company other than if this was a result of Company's own negligence, fraud or willful default.

16.4.   Certain information in relation to Company's services is provided by third parties and the Company is not liable for any inaccuracy, errors or omissions in the information they provide to the Company except where such inaccuracy, error or omission is caused by Company's own negligence, fraud or willful default.

16.5.   Without prejudice to any other Terms of these Terms of Business, and to the extent permitted by Governing Legislation, the Company will have no liability to the Client in relation to any loss, costs or expenses that may be suffered by the Client as a result of technology limitations/ failures, server maintenance, planned maintenance, custodian rollover process, including but not limited to:

16.6.   any delay or defect in or failure of the whole or any part of the Company's software or any systems or network links or any other means of communication; or

16.7.   any computer viruses, worms, software bombs or similar items being introduced into Client's computer hardware or software except where such loss, cost or expense is a result of Company's own negligence, fraud or willful default.

16.8.   Without prejudice to any other terms of this Agreement, the Company will have no liability to the Client in relation to any profit and/or loss, costs or expenses that the Client may suffer as a result of:

16.9.   any inability by the Client to execute an Instruction;

16.10.   any delay or change in market conditions before the Company executes an Order or before a Transaction settles;

   (a)   any cause beyond Company's reasonable control and the effect of which is beyond Company's reasonable control to avoid;

   (b)   the effect of a stop out;

   (c)   the effect of termination;

   (d)   the effect of a corporate event;

   (e)   the effect of the Client's failure to comply with this Agreement;

(f) any adverse tax implications of any Transaction whatsoever;

(g) the Company's inability to modify delete and/or cancel an order;

(h) situations described as per clauses 15.12 and 15.13 above herein;

(i) the effect of disabling of the account in case of inactivity.

16.11. Without prejudice to any other terms of this Agreement, the Company will have no liability to the Client in relation to any loss which is a side effect of the main loss or damage and which is not a foreseeable consequence of a breach of this Agreement, including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation, caused by any act or omission of the Company under this Agreement.

16.12. Subject to Terms 16.2, 16.3, 16.4, 16.5, 16.6 and 16.7 the Company will be liable to the Client in the event a loss is incurred by the Client as a result of any failure by the Company (or any sub-custodian) to perform the express custodial duties as set out under this Agreement or to comply with any reasonable standards applicable to the performance of the custodial services under the current terms. The Company will not be liable to the Client in respect of any loss incurred, due to the Company's and/or any sub-custodian's failure to perform the express custodial duties, to the extent to which it arises from a sub-custodian, where such sub custodian is insolvent, in circumstances where the Company has taken reasonable care as set out under this Agreement or as required by law in the appointment and monitoring compliance of the services provided by that sub-custodian.

16.13. Nothing in this Agreement shall limit the Company's liability for personal injury or death.

17. Security Interest

17.1. Right of set-off: All of the Client's money, Stocks, currencies, and other property which the Company may at any time be holding for and on behalf of the Client (either individually or jointly with others) are subject to right of set-off by the Company for the Client's liabilities towards the Company.

17.2. The Client grants to the Company, for protecting its interest, a first fixed charge on, a general lien over, and a right of set-off in respect of, all Stocks held by, delivered or paid (or due to be delivered or paid) to the Company for the Client's account. The Client appoints the Company as an agent to take any action necessary to perfect this security.

17.3. If the Client fails to comply with any of the provisions of these Terms of Business, the Security will be enforceable by the Company. If the Client fails to comply as stated, the Company may accordingly, without any notification to the Client, cancel, close out or reverse any transaction

it has entered into for the Client, and sell or otherwise dispose of any assets held by the Company for the Client, at any price and in any manner whatsoever, as it deems proper (with no responsibility for any diminution in price).

The Company will be acting on the basis of good faith and fairness in this respect. In addition, the Company may enter into any other transaction, or proceed to such actions and/or inactions, which would (or is intended to) have the effect of reducing or eliminating the Company's liability under any transaction it has entered into for the Client. The Company will not be liable to the Client for its decision of Stocks sold or otherwise disposed of as per clause 16.6 ("Liability of Parties"). The Company will apply the proceeds of disposal (net of costs) in or towards the Client's liabilities to it and will pay to the Client the balance. If the proceeds do not discharge all of the Client's liabilities towards the Company, the Client will remain liable to the Company for the balance.

18. Assignment

18.1.   The Company has the right, subject to applicable regulations and upon prior notice to the Client, to assign any and/or all of the rights and/or obligation emanating under this Agreement to another registered and/or authorized and/or unauthorized third party. The Client acknowledges that:

(a)   The Company may, at its reasonable discretion, arrange for an order to be executed with or through a third-party which may be an unaffiliated Company, or an affiliate of the Company. Any authority granted by you to the Company, and/or any limitation of liability of the Company, shall also extend to include in the grant of authority and limitation of liability to the affiliates, agents and any service provider of the Company. The Company and the agents, affiliates or service providers acting on behalf of the Company are authorized to perform the services contemplated by these Terms of Business. The Client consents to the Company by providing the identifying information to any requesting service provider of the Company.

(b)   The Company shall not be liable to the Client for any act or omission of any such third-party including but not limited in regards to information provided by such third-party, except where the Company has acted negligently, fraudulently or in willful misconduct in relation to the appointment of the third-party, as per clause 16.4("Liability of the Parties").

(c)   The Company does not receive any remuneration, discount or non-monetary benefit from third parties for routing Client orders to a particular trading venue or execution venue which would infringe the requirements on conflicts of interest or inducements. The Company may receive third party payments only when the aforesaid is designed to enhance the quality of the service to the Client and does not impair compliance with the Company's duty to act honestly fairly and professionally in accordance with the best interests of the Client. The Company shall duly inform the Client in this respect.

19. Effect of Termination on Stock Trading

19.1. On termination of this Agreement and operative agreements and consequently closure of Client's account, subject to the provisions of the operative agreements, and following receipt of Client's instructions, the Company will arrange, as soon as reasonably feasible, for Client's Stocks to be sold as and if applicable. In that case, all proceeds of sale will be paid into an account under Client's name.

19.2. The Company will charge any applicable fees and/or charges and/or taxes on the sale of Clients' Stocks and the remaining balance of the sale proceeds will be held by the Company for and on behalf of the Client, as Client money in accordance with the operative agreements.

19.3. Where Stocks are sold, the Client acknowledges that a shortfall may be suffered between the amount that the Client initially invested and the amount the Client received after sale. The Company is not responsible and will not be held liable for any shortfall that arises as per clause 16 ("Liability of Parties"). Any shortfall will be borne by the Client.

19.4. In case of insolvency, dissolution, winding-up, ceasation of operations, withdrawal of license of the Company the Client shall have the right to transfer Stocks in its' name in another entity providing Stocks.

19.5. In case of death of the Client, latter's successors and /or property adminstrators and/ or heirs shall have the right upon provision of adequate documentation as a prove of their appointment, to transfer Client's Stocks in any other name and/or entity and/or the right to sell the Stocks and all proceeds of sale to be paid into Clients' account.

20. Market Abuse

20.1. The Client shall not arrange or execute or place any Open Position, Trade and/or Order with the Company or otherwise, nor will the Client behave in a manner that would amount to market abuse and/or market manipulation and/or insider dealing (by the Client himself or acting jointly with another person). In addition, the Client shall not arrange or execute or place an Open Position, Trade and/or Order that contravenes any primary or secondary legislation or other law or regulatory rules in relation to Market Abuse.

20.2. In the event that the Client placed an Open Position, Trade and/or Order in breach of any of the representations and warranties given above or if the Company has grounds for suspecting that the Client has done so, the Company may in its absolute discretion (and with or without giving notice to the Client), and without being under any obligation to inform the Client of its reason for doing so, close that Open Position and/or Order and any other Open Position and/or Orders that the Client may have open at that time, and also in the Company's absolute discretion:

(a)   enforce the Open Position or Trade against the Client if it is an Open Position or Trade under which the Client had made losses; and

(b)   treat all of the Clients' Open Positions and Trades under this paragraph as immediately void even if they are Open Positions or Trades under which the Client has made profits.

Unless and until the Client produces conclusive evidence that in fact they have not committed the breach of warranty and/or misrepresentation as referred to above, within the period of one month from the date of closure under this paragraph, all such Trades between the Company and the Client (under which the Client has made profits) will be finally null and void.

20.3.   The Company can exercise the above rights regardless of the effect it may have on the Client's other Open Positions or Orders, or other positions the Client may have with a third party and even if a loss arises as a result.

20.4.   The Company is not required to give advance notice to the Client of the exercise of its rights as above, but the Company will inform the Client as soon as practicable that it has exercised such rights.

21. Dormant Account

21.1.   The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant account a handling fee per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:

(a)   Where the Client has not transacted with the Company for a period of six (6) consecutive months and the Company shall deem the trading account to be dormant.

(b)   Where the Client's dormant and/or inactivate account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee per month and as this may be amended from time to time by the Company.

(c)   Where the Client makes a genuine attempt to resolve his/her account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.

21.2.   Where the Client's dormant account(s) has a zero-cash balance the handling fee shall not be imposed by the Company, however, the Company shall reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

22. Disabling of Account

22.1. When there is no trading activity on a Client's account for 7 consecutive calendar days (no opening or closing of Positions), the Company resereves the right to charge a dormancy fee. Client may visit the website for further information as regards to dormancy charges.

22.2. The Company shall not be liable for losses of the Client arising from or in connection with such inactivity and followed disability. The Client agrees to indemnify and hold the Company harmless from all damages or liability as a result of the foregoing. Any dispute arising in this regard will be resolved by the Company's internal policies and procedures.

23. Interpretation of terms

23.1. In these Terms of Business:

"Expert Advisor" shall mean an algorithm in the form of a program based on MetaQuotes Language 5, which is used to control a Trading Account and give Instructions and Requests to the Server via the Client Terminal.

"Associated Company" shall mean where a company has control of the other, or both are under the control of the same person(s).

"Charges" shall mean any fees, account costs, transaction or other charges including custody and settlement fees.

"Company" shall mean Exinity ME Limited (www.exinity.com/en-ae/uae) an Investment Company regulated by the Financial Services Regulatory Authority. The Company operates under "Exinity" brand.

"Client" shall mean a legal entity or an individual being a party to the Operative Agreements with the Company in respect of making Transactions, subject to Margin Trading.

"Client Agreement" shall mean the agreement between the Company and the
Client, which together with the Platfrom Usage Agreement, the Risk Acknowledgement and Disclosure are defined as "Operative Agreements" and govern the terms on which the Company deals with the Client.

"Client Terminal" shall mean the trading software (MT5), which is used by the Client in order to obtain information of financial markets (which content is defined by Exinity) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from Exinity. The program can be downloaded on the Website free of charge.

"**Client Terminal Log-File**" shall mean the file, which is created by the Client Terminal in order to record all the Client's Requests and Instructions with accuracy to a second.

"Day Order" shall mean an Order which is automatically deleted at the end of the trading session.

"Dormant and/or Inactive Account" shall mean any Company Client trading account where the client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

"Dormant and/or Inactive Account Fee" shall mean a monthly handling fee imposed by the Company and/or paid by the Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company.

"Dealer" shall mean the Server or an employee of the Company who is authorized to process the Client's Instructions and Requests and execute Orders and Stop Outs.

"Equity" shall mean the amounts that the Client should have in the trading account (i.e balance) plus or minus any profit or loss.

"Exchange Execution" shall mean an Instruction by the Client, which places the transaction in a queue to be automatically executed at the best price made available by Liquidity Providers at the moment of execution, without seeking further consent from the Client to any price movement.

"Fast Market": A fast market is a market condition that will be officially declared by a stock market exchange when the financial markets are experiencing unusually high levels of volatility combined with unusually heavy trading. Fast markets occur rarely, but when one does occur, brokers are not held to the same constraints as they are during a regular market. A fast market may occur because of positive or negative events.

"Fill Policy" shall mean what order to be send by the client. Further clarifications on fill policy can be found [here](#)

"GTC" (**"Good Till Cancelled"**) shall mean the Order which is valid until the Client sends the Instruction to delete the Order.

 "If_Done Order" shall mean is a two-step order where the second part of the order is activated only if the criteria of the first has been met.

"Instant Execution" shall mean the execution method where the order is executed to the most recently available price. In instant execution if the requested price is not available, the current available price will be sent to the Client to confirm execution (requote). Instant Execution is offered under the Standard Account, Shares Account and Cent Account.

"Manifest Error" shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer's action in respect of the prices which are significantly different from the market prices.

"Margin" shall mean the amount of funds required and/or used by the Client in order to open a position.

"Margin Level" shall mean the % level displayed in the Client Terminal that displays the Equity divided by Margin * 100.

"Market Execution" shall mean the execution method where the order is executed depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the best available price in the market. Market Execution is offered under the ECN Account and the ECN MT5.

 "Market Opening" shall mean the time at which the market opens after weekends, holidays or trading session time gaps.

"Market Snapshot" shall mean quotes for instruments at a particular moment in time.

"Matched Principal" shall mean that the Company interposes itself between the buyer and the seller to the transaction in such a way that is not exposed to market risk throughout the execution of the transaction as both sides are executed simultaneously. As the transaction is concluded at a price where the Company makes no profit or loss, other than a previously disclosed commission, a fee may be charged for the transaction, details of which are disclosed on the Company's website.

"**Multilateral Trading Facility"** shall mean the system operated by an investment firm or market operator which brings together multiple third-party buyers and sellers in financial instruments and which is subject to non-discretionary rules.

 "Operative Agreements" shall mean all the agreements and policies and documents as these may be found in the Account Opening Agreements section of the Company's Website. The Client acknowledges that the Operative Agreements may be amended by the Company from time to time and the last version shall be available by accessing the Website.

"Order" is any request placed by a client to open or close a position, which includes Market order, Stop loss order and Take profit order.

"Order Level" shall mean the price indicated in the Order.

"Our Services Webpage" shall mean the webpage of the Website on which the Trading Terms information is displayed. At the moment of this document the information is posted on our website www.exinity.com/en-ae/uae the location and/or content of which may change without any prior notice.

"Pending Order" shall mean an instruction from the Client to the Company to open a position once the price has reached the level of the Order.

 "Price Gap" shall mean the following:

(a)   the current Quote Bid is higher than the Ask of the previous Quote; or

(b)   the current Quote Ask is lower than the Bid of the previous Quote.

         "Price Gap on the Market Opening" shall mean the following:

(c)   the first Bid of the current trading session is higher than the last Ask of the previous session; or

(d)   the first Ask of the current trading session is lower than the last Bid of the previous session.

 "Quotes" shall mean the information of the current price for a specific instrument, in the form of the Bid and Ask prices.

"Quotes Flow" shall mean the stream of Quotes in the Client Terminal for each Instrument.

"Request Execution" shall mean the mechanism of providing Quotes to the Client with prior Request.

"Server Log File" shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Client to the Company as well as the results of their execution.

"Spread" shall mean the difference between Ask and Bid.

"Stop Loss" shall have the meaning given in Clause 5.2. herein.

"Stop Out" shall mean an instruction to close the Client's Open Position without the consent of the Client or any prior notice in a case of insufficient funds required for maintaining Open Positions.

"Take Profit" shall mean an order placed to close a position so as to lock profits once the security price has reached a certain level.

"Tick" shall mean the rate which the Company shall receive in its terminal trading platform(s).

"Ticket" shall mean the unique identity number assigned for each Pending Order or deposit/withdrawal transaction in the Trading Platform.

"Client Terminal Time Zone" shall mean the time zone in which the Server Log File records any event. At the time of the release of this document the Client Terminal Time Zone is EET (GMT + 2) (last weekend of October – last weekend of March). During daylight saving time (last weekend of March – last weekend of October), the Client Terminal Time Zone may be shown as GMT + 3.

"Trading Portfolio" shall mean a range of trading accounts held by a Client with the Company.

"Underlying Market" shall mean - an exchange, Market Maker, Retail Service Provider and/or other similar body and/or liquidity pool on which the order is traded or trading as the context requires;

"Retail Service Provider" – shall mean a firm that provides on request buy and sell prices for Stocks.

23.2. All references to a statutory provision include references to:

(a) any statutory modification, consolidation or re-enactment of it, whether before or after the date of these Terms of Business, for the time being in force;

(b) all statutory instruments or orders made pursuant to it; and

(c) any statutory provision of which that statutory provision is a re-enactment or modification.

23.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

23.4. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this Agreement.

23.5. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.