



eurotrader

**TERMS AND
CONDITIONS**

EUROTRADE INVESTMENTS RGB LIMITED

TERMS AND CONDITIONS

eurotrader

This client agreement, together with any Schedule(s) and accompanying documents, as amended from time to time (hereafter the "Agreement") sets out the terms of the contract between you and us. By accepting this agreement, it is assured that you understand and agree with the terms of this agreement.

Contents

1. INTRODUCTION – ABOUT US	6
2. COMMUNICATION WITH US	6
3. MEMBERSHIP ELIGIBILITY	7
4. DEFINITIONS – INTEPRETATION	7
5. PROVISION OF SERVICES	9
6. ACCOUNT OPENING INFORMATION AND REQUIREMENTS	10
7. KYC (KNOW YOUR CUSTOMER)	10
8. CLIENT CATEGORISATION	12
8.1. Client Classification	12
- Eligible Counterparties	12
- Professional Clients	12
- Retail Clients	13
8.2. Client Selection Of Classification	13
8.3. Request For Different Categorisation	13
8.4. Protection Rights	14
9. PRIVACY POLICY	16
9.1. The collection of personal information	16
9.2. Usage of personal information	17
9.3. Protection of personal information	17
9.4. Affiliates and Partners	17
9.5. Non-affiliated third parties	17
9.6. Contact Clients	17
9.7. Restriction of responsibility	18
9.8. Use of “COOKIES”	18
9.9. Privacy Policy Updates	18
10. GUARANTEES ON BEHALF OF THE CLIENT	18
11. COMPANY LIABILITY AND INDEMNITY	19
12. WITHDRAWAL AND DEPOSIT POLICY	21
12.1. How can I withdraw funds from my account?	21
12.2. The stages of verification include:	21
12.3. What payment methods can I use for withdrawing funds?	21
12.4. How much am I charged for each withdrawal/deposit?	22
12.5. Are there certain hours for making withdrawal requests?	22
12.6. Is there a minimum withdrawal amount?	22
12.7. Is there a maximum withdrawal amount?	22
12.8. Can I withdraw my funds on a different currency?	22
12.9. Why is my withdrawal delayed or suspended?	22
12.10. How long does it take to get my money?	22
12.11. What is the maximum deposit amount?	22
12.12. What is the minimum deposit amount?	23
12.13. How can I deposit?	23
12.14. What is the maximum time for the verification process and legal actions?	23
12.15. Do you accept anonymous or 3rd party deposits?	23
12.16. How long does it take for a deposit to be added?	23
12.17. Wire Transfers	23

13. ORDER EXECUTION POLICY	24
13.1. Instruments	24
13.2. Execution Policy	24
13.2.1 Review	25
13.2.2 Execution Factors	25
13.2.3 Best Execution Criteria	25
13.3 Specific Instructions	25
13.4 Execution Venues	26
13.5 Analysis of Execution Factors	26
13.5.1 Pricing	26
13.5.2 Costs	26
13.5.3 Size	26
13.5.4 Speed	27
13.5.5 Nature of the order	27
13.5.6 Market Conditions and Variations	27
13.5.7 Likelihood of Execution	27
13.6 Aggregation and Allocation of Orders	27
13.7 Order Management	28
13.8 Partial Execution	28
13.9 Monitoring	28
13.10 Conclusion	28
14. EXECUTION REFUSAL AND CANCELATION	29
14.1. Refuse To Execute Orders	29
14.2. Cancellation Of Transactions	29
14.3. Usage Of Third Party Software	29
15. SETTLEMENT OF TRANSACTIONS	30
16. CLIENTS FUNDS	30
17. COMPLAINTS PROCEDURE FOR CLIENTS	31
17.1. Submitting your Complaint	31
17.2. Acknowledging your Complaint	32
17.3. Handling of your Complaint	32
17.4. Final Decision	32
18. CONFLICTS OF INTEREST POLICY	33
18.1. Legal Framework	33
18.2. Policy	33
Personal Transactions of Employees	35
Reporting Conflicts of Interest	35
Management of Conflicts of Interest	36
Conflicts Deadlock	38
19. RISK DISCLOSURE STATEMENT	38
19.1. Trading is very speculative and risky	38
19.2. Open Positions fall under Regulation and/or Operation risks	38
19.3. Prices Offered by the Company May Be Different From Prices Reported Elsewhere	38
19.4. Rights to Underlying Assets	39
19.5. Company's Sociopolitical Environment	39
19.6. The Company Is Not an Adviser or a Fiduciary to the Customer	39
19.7. Foreign Currency	39
19.8. Recommendations Are Not Guaranteed	39
19.9. Conflicts of Interest	39

19.10. Appropriateness _____	40
19.11. No Guarantees of Profit _____	40
19.12. Internet Trading _____	40
19.13. Malicious Internet Activity and/or Black Hacking _____	40
19.14. Communication Between Customer and Company _____	40
19.15. Expiry System Errors _____	40
19.16. Compensation Amount is Capped _____	40
19.17. Market Volatility _____	41
20. INVESTOR COMPENSATION FUND POLICY _____	41
I. Introduction _____	41
ii. Covered Clients _____	41
iii. Covered Services _____	42
iv. Compensation Of Covered Clients And Payment Formalities _____	43
i. Failure of a member of the Fund to fulfill its obligations toward its investors _____	43
ii. Preconditions for the initiation of the compensation payment procedure by the Fund _____	43
iii. Procedure relating to the invitation of covered clients to submit applications _____	44
iv. Interruption of deadline for submission of applications _____	44
v. Content of compensation applications submitted to the Fund _____	44
vi. Procedure relating to the recording and evaluation of the alleged compensation claims _____	45
vii. Decision of the Administrative Committee on submitted applications _____	45
viii. Unjustifiably paid compensation _____	46
ix. Fixing of the amount of payable compensation _____	46
x. Valuation of claims of covered clients and its notification process _____	46
xi. Deadline and procedure relating to the payment of compensation _____	47
xii. Effects of payment of compensation _____	47
21. TERMINATION POLICY _____	47
Client Termination: _____	47
Company Termination: _____	48
22. COSTS AND CHARGES _____	48
23. INACTIVITY POLICY _____	49
24. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF _____	49
25. FATCA REPORT _____	50
26. NOTICES _____	50
27. RECORDING OF TELEPHONE CALLS _____	50
28. GENERAL PROVISIONS _____	50
29. APPLICABLE LAW, JURISDICTION _____	51
30. DIGITAL SIGNATURE _____	51

1. INTRODUCTION – ABOUT US

EUROTRADE INVESTMENTS RGB LIMITED (hereafter the “Company”, “Eurotrade”), is a Cyprus Investment Firm that provides investment and ancillary services, as these are defined throughout this Agreement, to you the Client (hereafter also the “Customer”, “Client”, “you”), through its electronic system over the Internet (hereafter the “Trading Platforms”).

LEGAL FRAMEWORK

This Policy implements the requirements of the Law which Provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 144(I)/2007, implementing the Markets in Financial Instruments Directive (MiFID) in the European Union, as this is subsequently amended from time to time. Additionally, the Policy further implements the relevant requirements of Part VI of Directive D1144-2007-02 for the Professional Competence of Investment Firms and the Natural Persons Employed by them as issued by the Cyprus Securities and Exchange Commission (“CySEC”). The relationship between the Customer and the Company shall be governed by this Agreement. As this Agreement is a distance contract, it is amongst others, governed by the Distance Marketing of Consumer Financial Services Law N24(I)/2004, implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. It is the purpose of this Agreement to establish an effective and efficient service between the Company and the Customer.

The Company is authorized and regulated by CySEC, under authorisation number **279/15**, and registration no **317893**. The registered office of the Company is situated at Makaria Centre, Office 501, 22 Leoforos Archiepiskopou Makariou 3, 6017, Larnaca, Cyprus. The Company will provide investment services strictly under the terms and conditions defined throughout the Agreement.

In the case where you, the Customer, wish to have a signed Agreement, it is recommended the Customer should print and send 1 (one) copy to the Company, where the Company will sign and stamp the Agreements and send it back to the Customer. All communication between Company and Customer is subjected to **clause 30** regarding Digital Signatures

We reserve the right to change this Agreement at any time and notify you of any such change either via email or through the Company's website. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. In case you disagree with the changes, you may terminate the Agreement in accordance with **clause 21**.

2. COMMUNICATION WITH US

You may communicate with us in writing, by addressing us a letter to our registered address Makaria Centre, Office 501, 22 Leoforos Archiepiskopou Makariou 3, 6017, Larnaca, Cyprus or by email (**support@eurotrader.eu**) or other electronic means, or by telephone +357 25262826. The language of communication shall be English and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. By accepting and agreeing to the Terms and Conditions of this Agreement, you accept the following terms and conditions.

The Company is free to use any idea, concept, know-how or technique or information contained in your communications for any purpose including, but not limited to, developing and marketing products. The Company monitors your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which the Company monitors your communications.

3. MEMBERSHIP ELIGIBILITY

Services are available and reserved only for individuals or legal entities that have established a legally binding contract under the laws applicable in their country of residence. Without limiting the below mentioned terms, our Services are not available to people aged under the age of 18 or who have not attained the legal age ("Minors"). To avoid any doubt, we disclaim any liability for unauthorized use by Minors of our Services in any manner or another.

Without limiting the above-mentioned provisions, our Services are not available in areas where their use is illegal and the Company reserves the right to refuse and/or cancel access to its Services to anyone at its sole convenience.

For avoidance of doubt, the ability to access our website does not necessarily mean that our services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.

4. DEFINITIONS – INTERPRETATION

"Account" means the personal trading account the Client maintains with the Company and designated with a particular account number.

"Access Codes", "log In Information" means the username and password given by the Company to the Client for accessing the Company's website.

"Agreement", "Policy" means these Terms and Conditions for the Services offered by the Company.

"Applicable Regulations" means CySEC Legislation, Directives, Circulars or other Regulations issued by CySEC and govern the operations of Cyprus Investment Firms and all applicable laws and rules in force from time to time.

"Balance" means the sum held on behalf of the Client on its Client Account within any period of time.

"Business Day" means a day which is not a Saturday or a Sunday or a public holiday in Cyprus or any other holiday to be announced by the Company on its website.

"CIF Authorization" means the license the Company has obtained from CySEC, as this may be amended from time to time and which sets out the investment and ancillary services the Company is authorized to provide.

"Company's website" means the following website is <http://en.eurotrader.com/>.

"CySEC" means the Cyprus Securities and Exchange Commission.

"Execution" means the execution of clients' orders on the Company's trading platform, where the Company acts as an Agent to Clients' transactions.

“FATCA” shall mean the United States federal law “Foreign Account Tax Compliance Act”

“Financial Markets” means international financial markets in which financial instruments exchange rates are determined in multi-party trade.

“Financial Instruments” means any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation. According to the

Company's license these are:

- i.** Transferable Securities
- ii.** Money Market instruments
- iii.** Units in collective investment undertakings
- iv.** Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.
- v.** Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- vi.** Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/ and an MTF.
- vii.** Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (vi) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.
- viii.** Derivative instruments for the transfer of credit risk.
- ix.** Financial contracts for differences.
- x.** Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

“MTF” means the Multilateral Trading Facility.

“Operating (Trading) Time of the Company” means period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as fit, upon notification to the Client.

“Order” means the request / instruction given by the Client to the Company to Open or Close a Trading Position in the Client's Account

“Services” means the investment and ancillary services which will be provided by the Company to the clients and are governed by this Agreement as these are described in Paragraph 5 of this Agreement.

“Transaction” means any type of transaction subject to this Agreement effected in the Client’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades and any other transaction of any financial instrument.

In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms “Paragraphs”, “Sections” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.

The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation. References to any law or regulation will be considered to comprise references to that law or regulation as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.

5. PROVISION OF SERVICES

The following are the investment services which the Company is authorized to provide in accordance with its CIF authorization and which are governed by this Agreement:

- Reception and transmission of orders in relation to the Financial Instruments the Company is authorised to provide.
- Execution of orders on behalf of clients.

In addition, the Company will provide you with the following ancillary services:

- Safekeeping and administration of financial instruments, including custodianship and related services.
- Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
- Foreign exchange services where these are connected to the provision of investment services.

It shall be clarified and noted that the Company deals on an execution-only basis and does not advise on the merits of particular Transactions, or their taxation consequences.

You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and for any consequences brought by from any transaction that you perform and the Company shall not be held responsible nor you shall rely on the Company for the aforementioned.

The Company’s operating hours are from 02:00:00 GMT on Monday to 01:59:59 GMT on Saturday, excluding CySEC holidays and other holidays which will be announced through the Company’s website. The Company reserves the right to suspend or modify the operating hours on its own discretion and on such events its website will be updated without delay in order for you to be informed accordingly.

6. ACCOUNT OPENING INFORMATION AND REQUIREMENTS

When you register for the aforementioned Services, the Company will ask you to provide certain identifying information, as part of the account opening procedure that will allow us to identify you and categorize you according to the “Client Classification Policy” of the Company.

You acknowledge your willingness to share with the Company certain private information which it uses for the purpose of confirming your identity and categorizing you according to the “Client Categorization Policy” **clause 8**. This information is collected in line with our stringent verification procedures which are used to deter international money laundering operations and to ensure the security and safety of our customers’ trading activity throughout and is subject to the Company’s “Privacy Policy” **clause 9**.

If you are registering as a legal entity, you hereby declare that you have the authority to bind that entity to this Agreement. The Company will treat with care the information you entrust to the Company, in accordance with the disclosures it provides during the Registration process and in its Privacy Policy.

By registering with the Company, you confirm and agree that you consent to the use of all or part of the information you supply concerning your trading account, the transactions you undertake through it and the interactions which you perform with the Company on behalf of the Company. All interactions you undertake with the Company will be stored by the Company for the purposes of record keeping, as required by the Law and may be employed by the Company in cases that disputes arise between you and the Company or on request by CySEC or any other competent authority.

7. KYC (Know Your Customer)

Know your customer policies have become increasingly important worldwide lately, especially among banks and other financial institutions, in order to prevent identity theft, money laundering, financial fraud and terrorist activity.

Eurotrade will request sensitive personal information in its capacity to combat any fraudulent activity. These information are covered by **clause 9** of this Agreement

Eurotrade holds a zero tolerance fraud policy, and is taking all measures possible to prevent it. Any fraudulent activity will be documented and all related accounts to it will be immediately closed. All funds in these accounts will be forfeited. Full refund of the original deposit will be made after the fraudulent activity is confirmed and any losses/profits will be adjusted accordingly. After full refund is made client’s account will be closed definitively.

Prevention:

Eurotrade aims to ensure the integrity of any sensitive data it obtains, such as your account information and the transactions you make, using a variety of security measures and fraud controls. Securing your electronic transactions requires us to be provided with certain data from you, including your preferred deposit method.

When you open a trading account and deposit funds we will require the following documents (each of the following documents should be **valid for the next 6 months at least**)

- A copy of your valid passport with the signature page.
- A copy of a recent (not older than 6 months) utility bill in your name and address (such as Water, electricity, gas or telephone)
- A signed purchase history of your online transactions.

If you have any questions please do not hesitate to contact our customer support:
support@eurotrader.eu

All the documents must be translated to English by an authorized notary or to be provided in English. However, where possible, the Company will translate your documents to English for your convenience.

When do I need to provide these documents?

We highly appreciate you taking the time to provide us with all the necessary documents, in order to avoid any delays in processing your transactions. We require the receipt of all the necessary documents prior to making any cash transactions to your benefit.

Circular C143 deals with that and was inserted into the AML policy as follows:

It is noted that the requirements of Circular C143 issued by the Commission on the 24 June 2016 must also apply when the decoration from point 1 of this present Manual will take place. With reference to the verification of the identity of the client the Company takes into account the fact that when commencing the establishment of a business relationship with a client whose identity has not been yet verified, the risk of money laundering referred to the previous paragraph may be assessed as low when, as a minimum, the following, among others, are taken into consideration:

Some circumstances may require us to request these documents before allowing any other activities in your account, such as deposits or trades.

Please note that if we will not receive the required documents on file within the required period, your pending withdrawals will be cancelled and credited back to your trading account. Please note that in case we find out that your POI is expired any pending withdrawal will be cancelled and credited back to your trading account. We will notify you on such event via our system.

How can I send you these documents?

Please scan your documents, or take a high quality digital camera picture, save the images as jpegs, then send it to us via mail to support@eurotrader.eu

How do I know my documents are safe with you?

Eurotrade holds the security of documentation at highest priority, and treats all documents it receives with utmost respect and confidentiality. All files we obtain are fully protected using the highest level possible of encryption at every step of the review process. Refer to Privacy Policy **clause 9** for more details

8. CLIENT CATEGORISATION

8.1. CLIENT CLASSIFICATION

The Company, prior to engaging in business relationship with its potential clients, notifies the potential clients of the clients' classification in use by the Company, and informs them about the category in which they are initially classified by the Company. Clients shall be categorized as follows, based on the criteria outlined below:

Eligible Counterparties

The Company, when dealing with eligible counterparties, is exempted from important obligations under conduct of business rules, best execution rules, client order handling rules. For that purpose, eligible counterparties may consider to be falling within the following categories:

- Investment firms
- Credit institutions
- Insurance companies
- UCITS and their management companies
- Pension funds and their management companies
- Other financial institutions authorised or regulated under community or national law
- Commodity and commodity derivative traders (dealing on own account)
- National governments and their corresponding offices including public bodies which manage public debt
- Central Banks
- Supranational organisations
- Third country entities equivalent to the categories mentioned above

The Company when entering into transactions with eligible counterparties, it obtains the express confirmation from the prospective counterparty that it agree to be treated as an eligible counterparty. This confirmation may be obtained either in the form of a general agreement or in respect of each individual transaction.

Professional Clients

Professional client is a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs.

In order to be considered a professional client, the client must fall within the following categories of clients:

i. Entities which are required to be authorized or regulated to operate in the financial market, either from Member States or non-Member States, such as:

- Credit institutions
- Investment Firms
- Other authorised or regulated financial institutions
- Insurance undertakings
- Collective investment schemes and management companies of such schemes
- Pension funds and management companies of such funds

- Commodity and commodity derivatives dealers
 - Locals
 - Other institutional investors
- ii.** Large undertakings meeting two of the following size requirements, on a proportional basis:
- Balance Sheet total at least EUR20.000.000
 - Net Turnover at least EUR40.000.000
 - Own Funds at least EUR2.000.000
- iii.** National and regional governments and public bodies
- iv.** Other institutional investor whose main activity is to invest in financial instruments including entities dedicated to the securitization of assets or other financing transactions

Retail Clients

Every client, which is neither an eligible counterparty nor a professional client, is considered to be a retail client.

8.2. CLIENT SELECTION OF CLASSIFICATION

It is noted that an eligible counterparty or professional client is allowed to request non-professional treatment and the Company may agree to provide a higher level of protection. In this respect, the Company notifies its clients in a written form of their option to be classified as retail clients. The Company proceeds in this action, in order to offer a uniform level of protection to all of its clients.

The higher level of protection will be provided by the Company when the client enters into a written agreement with the Company, to the effect that it shall not be treated as a professional. It is the responsibility of the client who is classified as a professional client to ask for a higher level of protection when he is not in a position to properly assess and manage the risks involved in the transactions.

In addition, clients who have been initially classified by the Company as retail clients are allowed to request to be treated as professional clients, provided that at least two of the following criteria are satisfied:

- The client has carried out transactions, in significant size, at an average frequency of 10 per quarter over the previous ten quarters.
- The size of the client's financial instrument portfolio exceeds EUR500.000.
- The client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

8.3. REQUEST FOR DIFFERENT CATEGORISATION

In accordance with Section II above, the following request may be submitted to the company:

a) A Retail Client requesting to be categorised as a Professional Client. In that case the Client will be afforded a lower level of protection.

- b)** A Professional Client requesting to be categorised as a Retail Client. In that case the Client seeks to obtain a higher level of protection.
- c)** An Eligible Counterparty requesting to be categorised as a Professional Client or Retail Client. In that case the Client seeks to obtain a higher level of protection.

The Company reserves the right to decline any of the above requests for different categorisation.

8.4. PROTECTION RIGHTS

Retail Clients/ Professional Clients

Where the Company treats the Client as a retail client, he/she/they will be entitled to more protections under the law than if the Client was entitled to be a professional client. In summary the additional protections retail clients are entitled to are as follows:

- a)** A retail client will be given more information/disclosures with regard to the Company, its services and any investments, its cost, commissions, fees and charges and the safeguarding of client financial instruments and client funds.
- b)** Under the law, where the Company provides investment services other than investment advice (in the form of personal recommendations) or discretionary portfolio management, the Company shall ask a retail client to provide information regarding his knowledge and experience in the investment field relevant to the specific type of product or service offered or demanded so as to enable the investment firm to assess whether the investment service or product envisaged is appropriate for the client. In case the Company considers, on the basis of the information received, that the product or service is not appropriate to a retail client, it shall warn the client accordingly. Please note that the Company is not required to assess appropriateness in certain cases specified by law.

The Company shall be entitled to assume that a professional client has the necessary experience and knowledge in order to understand the risks involved in relation to those particular investment services or transactions, or types of transaction or product, for which the client is classified as a professional client.

Consequently, and unlike the situation with a retail client, the Company should not generally need to obtain additional information from the client for the purposes of the assessment of appropriateness for those products and services for which they have been classified as a professional client.

- c)** When executing orders, investment firms and credit institutions providing investment services must take all reasonable steps to achieve what is called “best execution” of the client’s orders that is to obtain the best possible result for their clients.

Where the Company executes an order on behalf of a retail client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the cost related to execution, which shall include all expenses incurred by the client which are directly related to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to the third parties involved in the execution of the order.

When providing professional clients with best execution the Company is not required to prioritise the overall cost of the transaction as being the most important factor in achieving best execution for them.

d) Investment firms and credit institutions providing investment services must obtain from clients such information as is necessary for the firm or credit institution, as the case may be, to understand the essential facts about the client and to have a reasonable basis for believing giving due consideration to the nature and extent of the service provided, that the specific transaction to be recommended, or entered into in the course of providing a portfolio management service, satisfies the following criteria:

- i.** It meets the investment objectives of the client in question;
- ii.** It is such that the client is able financially to bear any related investment risks consisted with his investment objectives;
- iii.** It is such that the client has the necessary experience and knowledge in order to understand the risks involved in the transaction or in the management of his portfolio.

Where the Company provides an investment service to a professional client it shall be entitled to assume that, in relation to the products, transactions and services for which it is so classified, the client has the necessary level of experience and knowledge for the purposes of paragraph (iii) above.

In addition, under certain circumstances, the Company shall be entitled to assume that a professional client is able financially to bear any investment risks consisted with its investment objectives.

e) The Company must inform retail clients of material difficulties relevant to the proper carrying out of their order(s) promptly upon becoming aware of the difficulty.

f) The Company is required to provide retail clients:

- i.** With more information than professional clients as regards execution of orders, other than for portfolio management.
- ii.** With periodic statements in respect of portfolio management activities carried out on their behalf, more frequently than for professional clients,

g) Where the Company provides portfolio management transactions for retail clients or operate retail client accounts that include an uncovered open position in a contingent liability transaction, it shall also report to the retail client any losses exceeding any predetermined threshold, agreed between the Company and the client, no later than the end of the Business day in which the threshold is exceeded or, in case where the threshold is exceeded on a non-Business day, the close of the next Business day.

h) If the Company provides an investment service other than investment advice to a new retail client, the Company must enter into a written basic agreement with the client, setting out the essential rights and obligation of the firm and the client.

i) We shall not use financial instruments held by us on behalf of a client for our own account or the account of another client of ourselves, without the client's prior express consent to the use of the instruments on specified terms, as evidenced, in the case of a retail client, by his signature or equivalent alternative mechanism.

j) Retail clients may be entitled to compensation under the Investor Compensation Fund (clause 20) for Bank Clients or the Investor Compensation Fund for Clients of Investment Firms, as the case may be.

k) Eligible Counterparties

Where the Company treats the Client as an eligible counterparty, the Client will be entitled to fewer protections under the law than he/she/they would be entitled to as a professional client. In particular, and in addition to the above:

- a.** The Company is not required to provide the Client with the best execution to the Client's orders;
- b.** The Company is not required to disclose to Client information regarding any fees or commissions that the Company pays or receives;
- c.** The Company is not required to assess the suitability or appropriateness of a product or service that it provides to Client but can assume that the Client have the expertise to choose the most appropriate product or service for him/her/them and that he/she/they is/are able financially to bear any investment risks consisted with his/her/their investment objectives;
- d.** The Company is not required to provide the Client with information about the Company, its services and the arrangements through which the Company will be remunerated;
- e.** The Company is not required to provide the Client with risk disclosures on the products or services that he/she/they select/s from the Company; and
- f.** The Company is not required to provide reports to the Client on the execution of his/her/their orders or the management of his/her/their investments.

9. PRIVACY POLICY

Company is responsible for the protection of the privacy and the safeguarding of clients' personal and financial information according to the provisions of EUDirective 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), and of EU Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009 amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector and Regulation (EC) No 2006/2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws. By opening a trading account with the Company, the client hereby gives its consent to such collection, processing, storage and use of personal information by the Company as explained below.

9.1. THE COLLECTION OF PERSONAL INFORMATION

The Company collects the necessary information required to open a client's trading account, perform transactions and safeguard the clients' assets and privacy and to provide clients with the services they require. In this respect, the Company gathers information from clients and may, in certain circumstances, gather information from banks and/or credit agencies, and/or clearing agencies and/or other sources which will help the Company to construct the clients' profile based on their requirements and preferences in order to provide its services effectively.

The information the Company collects includes information required to communicate with and identify its clients. The Company may also collect certain demographic information, including, birth date, education, occupation, etc. The Company also assesses trading related information.

9.2. USAGE OF PERSONAL INFORMATION

The Company uses clients' personal information only as required to provide quality service and security to its clients. This information helps the Company to improve its services, customize browsing experience and enables it to inform its clients of additional products, services or promotions relevant to clients and in this respect the clients hereby consent to the usage of this data for such purposes.

If the clients do not want to receive information of this nature for any reason, they can contact the Company at the following address: en.eurotrader.com

9.3. PROTECTION OF PERSONAL INFORMATION

Any personal information provided by the client to the Company will be treated as confidential and shared only within the Company and its affiliates and will not be disclosed to any third party except under any regulatory or legal proceedings. In case such disclosure is required to be made by law or any regulatory authority, it will be made on a 'need-to-know' basis, unless otherwise instructed by the regulatory authority. Under such circumstances, the Company shall expressly inform the third party regarding the confidential nature of the information.

9.4. AFFILIATES AND PARTNERS

The Company may share information with affiliates in the event such information is reasonably required by such affiliate in order to provide the products or services to its clients. The Company may share information with partners, affiliates and associates in order to offer additional similar products and services that meet clients' needs and which are delivered in a manner that is useful and relevant only where clients have authorized the Company to do so.

9.5. NON-AFFILIATED THIRD PARTIES

The Company does not sell, license, lease or otherwise disclose clients' personal information to third parties, except as described in this Privacy Policy.

The Company reserves the right to disclose personal information to third parties where required by Law, regulatory and other government authority. The Company may also disclose information as necessary to credit reporting or collection agencies as reasonably required in order to provide the services to Company and/or its clients.

In addition, the Company may engage third parties to help carry out certain internal functions such as account processing, fulfillment, client service, client satisfaction surveys or other data collection activities relevant to its business. Use of the shared information is strictly limited to the performance of the above and is not permitted for any other purpose. All third parties with which the Company shares personal information are required to protect such personal information in accordance with all relevant legislation and in a manner similar to the way the Company protects the same. The Company will not share personal information with third parties which it considers will not provide its clients the required level of protection.

In cases where clients have been introduced by a Business Introducer, such Business Introducer may have access to clients' information. Hence, clients hereby consent to the sharing of information with such Business Introducer.

9.6. CONTACT CLIENTS

From time to time the Company may contact clients whether by phone or email for the purpose of offering them further information about the Company, Forex trading or financial market trading. In addition the Company may, on occasion, seek to contact clients, whether

by phone or by email, for the purpose of informing them of unique promotional offerings provided by the Company for the client. Clients consent to the receipt of such contact when they consent to our terms and conditions of use when registering with the Company. Any person wishing to opt out of further contact with the Company at any time whatsoever is entitled to do so, simply by contacting the Company whether by phone or email and requesting that no further contact on behalf of the Company be made.

9.7. RESTRICTION OF RESPONSIBILITY

The Company is not responsible for the privacy policies or the content of sites to which eurotrader.eu links and has no control of the use or protection of information provided by the clients or collected by those sites. Whenever a client elects to link to a co-branded web site or to a linked web site, the client may be asked to provide registration or other personal information. Please note that such information is recorded by a third party and will be governed by the privacy policy of that third party.

9.8. USE OF "COOKIES"

The Company uses cookies to secure clients' trading activities and to enhance the performance of the eurotrader.eu Cookies used by the Company do not contain personal information or other sensitive information.

The Company may share web site usage statistics with reputable advertising companies and with its affiliated marketing companies. It is noted that the information collected by such advertising companies is not personally identifiable. To administer and improve the eurotrader.eu web site, the Company may use third parties to track and analyze usage and statistical volume information.

The third party may use cookies to track behaviour and may set cookies on behalf of the Company. These cookies do not contain any personally identifiable information.

9.9. PRIVACY POLICY UPDATES

The Company may update this Privacy Policy from time to time. In the event that the Company materially changes this Policy including how it collects, processes or uses clients' personal information, the revised Privacy Policy will be uploaded in the Company's website. In this respect, the clients hereby agree to accept posting of a revised Privacy Policy electronically on the website as the actual notice of the Company to its clients. Any dispute over the Company's Privacy Policy is subject to this notice and the Client Agreement. The Company encourages its clients to periodically review this Privacy Policy so that they are always aware of what information the Company collects, how it uses it and to whom it may disclose it, in accordance with the provisions of this Policy.

10. GUARANTEES ON BEHALF OF THE CLIENT

You state, confirm and guarantee that any funds handed to the Company for trading purposes, belong exclusively to you and are free of any lien, charge, pledge or any other burden. Further, whatever funds handed over to the Company by you are not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.

You act for yourself and not as a representative or a trustee of any third person, unless you have produced, to the satisfaction of the Company, a document and/or powers of attorney enabling you to act as representative and/or trustee of any third person.

You agree and understand that in the event that the Company has such proofs that are adequate to indicate that certain amounts, as classified above, received by you are proceeds from illegal acts or products of any criminal activity and/or belonging to a third party, the Company reserves the right to refund these amounts to the sender, either this being you or a beneficial owner of a legal entity. Furthermore, you also agree and understand that the Company may reverse any Transactions performed in your Trading Account and may terminate this agreement. The Company reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to the Company by you as a result of such an event.

You declare that you are over 18 (eighteen) years old, in case of natural person, or that you have full legal capacity, in case of legal person, to enter into this Agreement.

You understand and accept that all transactions in relation to trade in any of the Financial Instruments, will be performed only through the Trading Platforms provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

You guarantee the authenticity and validity of any document handed over by the Client to the Company. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction.

11. COMPANY LIABILITY AND INDEMNITY

It shall be noted that the Company and any entity related to the Company, will perform transactions in good faith and with proper due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Orders and/or from which transactions are carried out on behalf of you, including where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

The Company will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your Financial Instruments.

In case the Company incurs any claims, losses, damage, liability or expenses that arise throughout the provision of the Services and all related operations that are performed as a mean for these Services to be performed to you as these are agreed in this Agreement or in relation to the potential disposal of your Financial Instruments, you are fully liable for these losses/expenses/liabilities/claims whereas the Company bears absolutely no responsibility and it is therefore your responsibility to indemnify the Company for the aforementioned.

The Company shall not be held liable for any damage caused to you as a result of any omission, negligence, deliberate omission or fraud by the bank where the Company's bank account is maintained.

The Company shall not be held liable for the loss of Financial Instruments and funds of you in cases where your assets are kept by a third party such as a bank, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by you, of any change in the said information.

The Company makes every effort to ensure that the Banks and institutions to which your funds and/or Financial Instruments are deposited are of good standing and reputation. However, the Company shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as a liquidation, receivership or any other event that causes the Bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.

The Company being a member of the Investors Compensation Fund (the "Fund") provides you with the security of receiving compensation from the Fund, for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfil its obligations regardless of whether that obligation arises from a breach of applicable law or regulations, the Agreement or from any wrongdoing by the Company. By accepting the Agreement you have read, understood and accepted the information under the title "INVESTOR COMPENSATION FUND" in this policy **clause 20**.

Without prejudice to any other terms of this Agreement, the Company will not be liable for:

- a.** Systems errors (Company's or service providers)
- b.** Delays
- c.** Viruses
- d.** Unauthorized use
- e.** For any act taken by or on the instruction of a Market, clearing house or regulatory body.

Refer to Risk Disclosure **clause 19** for more details in technical risks.

The Company shall not be liable to you for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

You further acknowledge that you are responsible for reviewing the expiration dates for the CFDs, which are located on the Company's official website.

Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where the Company has declined to enter into a proposed Transaction). In no circumstance, shall the Company bear liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

You shall pay to the Company such sums as it may from time to time require in or towards satisfaction of any debit balance on any of your accounts with the Company and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you

of your obligations under this Agreement (including any Transaction) or by the enforcement of the Company's rights.

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The Company will not be liable to you for a representation that is not set out in this Agreement and that is not fraudulent.

12. WITHDRAWAL AND DEPOSIT POLICY

12.1. HOW CAN I WITHDRAW FUNDS FROM MY ACCOUNT?

Avoid delays in receiving your funds by ensuring that all your documentation is correct, up to date, and confirmed before you submit your withdrawal request. Every time you use a new payment method you will need to verify it, but once you have done this you will not need to verify that particular card in order to make a withdrawal again.

In case of Credit Card withdrawal request, for every Credit Card used for depositing front and back copies must be submitted. In case of expired Credit Cards new copies of front and back of the new card must be submitted as well.

12.2. THE STAGES OF VERIFICATION INCLUDE:

Proof of ID - Photo identification, including passport, driver's license, or any other form of government issued

Proof of residence – Confirm that you are resident in a country accepted by the company, with the following documents: Bank or credit card statement, recent utility bill not older than 6 months (water, electricity, telephone bill or gas bill)

Complete assessment of appropriateness – One of the sections of the verification process, make sure that all your answers are correct and up to date.

Verify your payment method – If you are using a credit card, please send a picture of both sides of your credit card, displaying the last four digits of your credit card, cardholder name and expiration ONLY. If you are using a wire transfer, please send a picture of the bank receipt for the transfer to withdrawals@eurotrader.eu.

Once your account is verified, ensure you are logged in to your account before accessing the relevant section in the Company's website <http://www.eurotrader.eu/withdrawals>. Fill in the required information including the amount you wish to withdraw and send your withdrawal request.

Our aim is to process all withdrawal requests within (3) three working days

12.3. WHAT PAYMENT METHODS CAN I USE FOR WITHDRAWING FUNDS?

Withdrawals can be made to your credit card, or/and through a wire transfer. For your security, the first time you use any new payment system you will need to follow all the stages of our verification system as outlined above. Any payments you request will not be made until all documents are received. Please note that all withdrawals are processed back to the source of the deposit, once all deposits have been successfully refunded an alternative payment method can be used.

12.4. HOW MUCH AM I CHARGED FOR EACH WITHDRAWAL/DEPOSIT?

You can find all relevant charges on our cost and charges table.

12.5. ARE THERE CERTAIN HOURS FOR MAKING WITHDRAWAL REQUESTS?

A withdrawal request can be made at any time through the Company's website. Requests are only processed once all required documentation is recorded against your account. We aim to complete all withdrawals within three (3) working days.

12.6. IS THERE A MINIMUM WITHDRAWAL AMOUNT?

Yes. The minimum withdrawal amount is 25\$ or equal amount in a currency of clients account

12.7. IS THERE A MAXIMUM WITHDRAWAL AMOUNT?

Withdrawals are capped at the available funds in your account at the time of the request. This figure will not include any funds currently invested in open trades.

12.8. CAN I WITHDRAW MY FUNDS ON A DIFFERENT CURRENCY?

Funds are transferred in the currency the account is registered in our website to the bank account provided given that it is under the client's name. In case the bank account is in different currency the Company does not cover any conversion fees applied by the banks.

12.9. WHY IS MY WITHDRAWAL DELAYED OR SUSPENDED?

The Company reserves the right to delay a withdrawal in case of suspicion of illegal activity or trading system abuse. The Company should not and cannot by law inform the client about investigations or any other legal enforcement action which is imposed against the client without the authority's consent.

12.10. HOW LONG DOES IT TAKE TO GET MY MONEY?

We aim to process all withdrawal requests as quickly as possible, and to complete the transaction within three (3) Business days starting from the date your withdrawal request has been approved. In order to avoid delays, please ensure that all verification documentation is up to date before you make your request. Please be advised that additional delays may occur that are outside our business hands, such as credit card refunds or wire transfer delays due to intermediary bank delays.

12.11. WHAT IS THE MAXIMUM DEPOSIT AMOUNT?

If the verification of the customer/beneficial owner's identity has not been completed, the cumulative amount of deposited funds of a customer/beneficial owner should not exceed €2,000, irrespective of the number of accounts the client/beneficial owner holds with the Company. Once client has been verified the €2,000 is lifted and client can deposit with no limit.

*Credit Card limits apply normally.

12.12. WHAT IS THE MINIMUM DEPOSIT AMOUNT?

If the verification of the customer/beneficial owner's identity has been completed the minimum amount of deposit the client is allowed to make is €200 or in equivalent currencies.

12.13. HOW CAN I DEPOSIT?

The Company accepts deposits only from a bank account (or through other means that are linked to a bank account e.g. credit card), that is in the name of the customer with whom establishes a business relationship.

12.14. WHAT IS THE MAXIMUM TIME FOR THE VERIFICATION PROCESS AND LEGAL ACTIONS?

The cumulative time in which the verification of the identity of a customer/beneficial owner is completed, must not exceed 15 days from initial contact. It is noted that the initial contact takes place the moment that the client either accepts the terms and conditions or makes his first deposit, whichever comes first. Within the timeframe of 15 days from initial contact, the Company takes all reasonable measures to ensure that the percentage of customers that have not complied with the request to submit verification documents, is considerably low (e.g. the Company issues requests/reminders to the customer/beneficial owner informing them of their obligation to submit the requested documents for the verification of their identity). Where the verification of the customer/beneficial owner's identity has not been completed during the designated timeframe of 15 days, the commencement of a business relationship must be terminated on the date of the deadline's expiry and all deposited funds must be returned to the customer/beneficial owner, in the same bank account from which they originated the procedure for returning the funds must occur immediately, regardless of whether the customer has requested the return of their funds or not. Within the timeframe of 15 days from initial contact, the customer/beneficial owner must undergo at least one Enhanced Due Diligence measure in accordance to article 64 of the Law. No funds are withheld and no accounts are frozen, save for those cases of suspicion of money laundering, where the Company is under obligation to immediately report their suspicion to MOKAS and notify CySEC of the suspicious transaction incident in the designated procedure.

12.15. DO YOU ACCEPT ANONYMOUS OR 3RD PARTY DEPOSITS?

It is our Company's policy not to accept 3rd party or anonymous transaction of any kind.

12.16. HOW LONG DOES IT TAKE FOR A DEPOSIT TO BE ADDED?

The deposits are added to the client's account in one (1) Business day from the day the funds are shown into the Company's bank account. In case funds do not show in our accounts the Back Office department will support the client in tracking the money with his bank.

12.17. WIRE TRANSFERS

Mistakes made by the Company during transfer of funds shall be refunded to the client. It is understood that should the client provided wrong instructions for a transfer, the Company may be unable to correct the mistake and the client may have to bear the loss. Additional charges may incur while wire transferring funds due to Intermediary Banks which are outside our business hands and the Company does not cover such charges.

The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the client account. The Company shall have the right to reject a deposit of the client if the Company is not duly satisfied as to the legality of the source of funds.

The Company reserves the right to decline a withdrawal request of the client asking for a specific transfer method and the Company has the right to suggest an alternative method. The Company reserves the right to seek reimbursement from you, if we receive a charge-back from any credit card issuer or with respect to any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by other lawful means. All bank charges howsoever arising will be deducted from your Trading Account.

13. ORDER EXECUTION POLICY

This Order Execution Policy (the "Policy") is available to both retail and professional clients upon request and is also made available on our Website. The Policy serves to enable clients to make a properly informed decision about whether to utilize the services offered by the Company.

13.1. INSTRUMENTS

The Company solely executes orders in relation to one or more financial instruments as defined in **clause 13.4**.

13.2. EXECUTION POLICY

The Company satisfies the following conditions when carrying out client orders:

- a)** ensures that orders executed on behalf of clients are promptly and accurately recorded and allocated;
- b)** carries out otherwise comparable client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable, or the interests of the client require otherwise;
- c)** Informs a retail client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

Dealing Room is the relevant department of the Company, to which the order execution policy mainly applies.

The Company proceeds with the establishment and maintenance of an Order Execution Policy, in order to ensure compliance with the obligation to execute orders on terms most favourable to the clients and to achieve the best possible results for its clients, taking into consideration its clients' ability, needs and trading policies, where applicable and possible. The policy outlines the process that the Company follows when executing trades, and assure taking all reasonable steps to consistently obtain the best possible result for clients through its order execution policy. It is noted however that when executing an order following a specific client instruction, the Company executes the order in line with those instructions and considers that it has discharged its best execution obligations.

13.2.1 REVIEW

Senior Management reviews the policy on an annual basis or / and whenever a material change occurs that impacts the Company's ability to continue offering best execution of its clients' orders using the Company's trading platform.

The Company reserves the right to amend or supplement this Policy at any time. In such case the Company will inform all implicated party such as clients and regulated authorities should any material change takes place.

13.2.2 EXECUTION FACTORS

In the absence of specific client instructions, when managing client orders through to execution or upon facilitation of reception and transmission of orders the Company takes all reasonable steps to achieve the best possible result for clients in a comprehensive and consistent way. The Company takes into consideration; inter alia, a combination of the following execution factors:

- Price
- Costs
- Size
- Speed
- Nature of the order
- Market conditions and variations
- Likelihood of Execution and Settlement
- Any other direct consideration relevant to the execution of the order

13.2.3 BEST EXECUTION CRITERIA

The Company considers the relative importance of the abovementioned execution factors when weighted against the following execution criteria:

- The characteristics of the client, including the categorisation of the client as retail or professional;
- The characteristics of the client order;
- The characteristics of the financial instruments that are the subject of that order;
- The characteristics of the execution venues to which that order can be directed.

The best possible result is being determined in terms of the total consideration, representing the price of the contract and the cost related to execution. The other execution factors of speed, likelihood of execution size, nature or any other relevant consideration will, in most case, be secondary to price and cost considerations, unless they would deliver the best possible result for the client in terms of total consideration.

13.3 SPECIFIC INSTRUCTIONS

In circumstances where the client provides the Company with specific instructions as to how to execute an order and the Company has accepted this instruction, then the Company executes the order in accordance with that specific instruction.

If the client provides a specific instruction to carry out an order, then by executing that order the Company complies with its duty to provide the client with best execution. This might result in being unable to follow the Company's Order Execution policy for that particular order and it is therefore noted that the specific instruction provided by the client may prevent

the Company from obtaining the best possible result for the client as otherwise would be implemented according to this Policy. The client will be informed in advance as to the possibility of such result

13.4 EXECUTION VENUES

Execution venues are the entities to which the orders are placed or to which the Company transmits orders for execution. The execution venue to all clients' orders is SpotOption Exchange Ltd a duly authorized investment firm by CySEC. The Client deposits funds with the Company and places an order via a trading platform which is managed by the Company and the Company is responsible for safeguarding of the clients' funds. Upon receipt of the order, the Company opens an exactly identical order on the name of the client with the market maker, per order received or accumulatively. In this respect, the Company executes the client order by acting as a broker (STP broker).

By registering an account with the Company, the Client confirms that he has read and accepted the Terms of this Policy, which, together with this Agreement form the general agreement whereby the Client is informed that, for any orders placed with Eurotrade for the Financial Instrument offered by the Company, Eurotrade acts as an agent on the Client's behalf.

13.5 ANALYSIS OF EXECUTION FACTORS

13.5.1 PRICING

The Company provides prices as are obtained from the third party external providers. In this respect prices on financial instruments are calculated with respect to the underlying asset prices as provided from external sources. The Company ensures that the client receives the best execution mainly by ensuring that the price provision to the client is made with reference and compared to a range of underlying price providers and data sources. The Company reviews its independent price providers at least once a year to ensure that correct and competitive pricing is offered.

The provider, is continuously updating its prices, therefore last updated prices are displayed on Company's trading platform.

Under certain trading conditions, the Company might not be in a position to execute the order placed by the client at the client's requested price. Under this scenario, the Company maintains the right to execute the order at the first available price.

13.5.2 COSTS

When the client opens a position in relation to some types of financial instruments a commission or a financing fee will apply. Commissions may be charged either in the form of a percentage of the overall value of the executed trade or as a fixed amount.

13.5.3 SIZE

All orders are placed in monetary value. The client will be able to place his order as long as he has enough available balance in his trading account. If the client wishes to execute a large size order, in some cases the price may become less favorable considering the feed obtained from its price provider. Minimum size of an order may depend on each type of Client Account.

13.5.4 SPEED

Prices change over time. The frequency with which they change varies with different financial instruments and market conditions. Considering that the tradable prices which are distributed via the Company's trading platform/terminal, technology used by the client to communicate with the Company plays a crucial role. For instance, the use of a wireless connection, or dial up connection, or any other communication link that can cause a poor internet connection can cause unstable connectivity to the Company's trading platform/terminal. The result for the client is that his orders may be placed with a delay which in turn may cause these orders to be denied execution or the client to be provided with a price which includes minor deviation from the market price offered by the Company via its platform/terminal. In general, the Company seeks to provide high speed of execution to its clients within the limitations of technology and communication links.

13.5.5 NATURE OF THE ORDER

The particular characterizing of an order depends on the instrument to be selected by the client. The value of the instrument is mainly depended on the volatility of the underlying instrument and the risk management to be selected by the client.

13.5.6 MARKET CONDITIONS AND VARIATIONS

The Company's quoted prices which are derived from its independent price providers may be affected by various factors which could also affect the abovementioned factors affecting the price of the underlying instruments. The Company takes all reasonable factors to ensure the best possible result for its clients.

13.5.7 LIKELIHOOD OF EXECUTION

The likelihood of execution depends on whether there are available prices from other market makers/financial institutions. However, in the event that the Company is unable to proceed with an order for any reason, including size and price, the order will not be executed. The Company is entitled, at any time and at its discretion to decline or refuse to transmit or execute any order or instruction received from the client as this is explained in the Client Agreement and General Terms & Conditions.

13.5.8 LIKELIHOOD OF SETTLEMENT

The Company proceeds with the settlement of all transactions upon the execution and/or time of expiration of the specific transaction.

13.6 AGGREGATION AND ALLOCATION OF ORDERS

The Company carries out a client order in aggregation with another client order unless the following conditions are met:

- a)** in case that the aggregation of orders and transactions will work overall to the disadvantage of any client whose order is to be aggregated;
- b)** it is disclosed to each client whose order is to be aggregated that the effect of aggregation may work to its disadvantage in relation to a particular order;

c) an order allocation policy is established and effectively implemented, providing in sufficiently precise terms for the fair allocation of aggregated orders and transactions, including how the volume and price of orders determines allocations and the treatment of partial executions.

13.7 ORDER MANAGEMENT

The Company ensures that, at all times, client orders are handled equitably and to the client's best advantage. Client orders are executed in a prompt and equitable manner, taking into account the nature of the order. Other similar orders may be processed or executed sequentially in parity with the time of receipt and may be aggregated or pro-rated accordingly, unless the characteristics of the order or prevailing market conditions make this impracticable or the client, require otherwise. The Company undertakes to manage all client orders in accordance with the following principles:

- Order execution shall be prompt, fair and expeditious and processed sequentially
- Aggregation of comparable orders shall be undertaken to the client's best interests
- Allocation or reallocation shall be equitable and seek to protect from client detriment

13.8 PARTIAL EXECUTION

Where partial execution takes place on an aggregated order, the Company remains at liberty to pro rata the allocation with the client order. In such an event, the Company will be in a position to reasonably demonstrate, that without its own participation, execution could not have taken place at all or on such favorable terms.

13.9 MONITORING

The Company assesses on a regular basis, of particular transactions in order to determine whether it has complied with its execution policy and/or arrangements, and whether the resulting transaction has delivered the best possible result for the client.

13.10 CONCLUSION

Appropriate information is provided to the Client on the content of the execution policy. The prior consent of the clients is obtained regarding the documented Order Execution policy to be followed. In addition, a clear and prominent warning is disclosed to the Company's clients (within the Client Agreement and Terms & Conditions) that any specific instruction from a client may prevent the Company from taking the steps that it has designed and implemented in its execution policy for obtaining the best possible result for the execution of those orders in respect to the elements covered by those instructions.

Adequate information is provided to the clients through this policy in relation to the factors that are taken into consideration by the management when handling clients' orders. Also, the policy is reviewed periodically by the Company and the clients are informed accordingly in relation to any material changes.

14. EXECUTION REFUSAL AND CANCELATION

14.1. REFUSE TO EXECUTE ORDERS

The Company has the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:

- a.** If you fail to provide the Company with any documents requested from you either for client identification purposes or for any other reason.
- b.** If the Company suspects or has concerns that the submitted documents may be false or fake.
- c.** If you do not have the required funds deposited in your Account.
- d.** If the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen.
- e.** If the Company considers that there is a chargeback risk.
- f.** If the Company has adequate reasons to suspect that the execution of an Order is part of an attempt to manipulate the market, trading on inside information, relates to money laundering activities or if it can potentially affect in any manner the reliability, efficiency, or smooth operation of the Trading Platform.
- g.** If you do not have sufficient available funds deposited with the Company or in your bank account to pay the purchase price of an Order along with the respective fees and commissions necessary to carry out the transaction in the Trading Platform. In the event that the Company does refuse to execute an order, such refusal will not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.
- h.** If the order is a result of the use of inside confidential information (insider trading).

It is understood that any refusal by the Company to execute any order shall not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.

You declare that you shall not knowingly give any Order or instruction to the Company that might instigate the Company taking action in accordance with Paragraph above.

14.2. CANCELLATION OF TRANSACTIONS

The Company has the right to cancel a transaction if it has adequate reasons/evidence to believe that one of the following has incurred:

- a.** Fraud/illegal actions led to the transaction,
- b.** Orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third party service providers.
- c.** The Company has not acted upon your instructions.
- d.** The Transaction has been performed in violation to the provisions of this Agreement.

14.3. USAGE OF THIRD PARTY SOFTWARE

The usage of robots or any automated trading third party software is strictly forbidden and the Company will cancel and/or reject orders that are found to be provided by such software. Any Customer account found to violate this term will be terminated according to **clause 21** in favour of the Company

15. SETTLEMENT OF TRANSACTIONS

The Company shall proceed to a settlement of all transactions upon execution of such transactions. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the Company.

16. CLIENTS FUNDS

Funds belonging to you that will be used for trading purposes will be kept in a segregated account or accounts with any bank or financial institution used to accept funds which the Company will specify from time to time and will be held on clients' denoted accounts under the Company's name. It is noted that the Company's own funds are kept on separate accounts from the Customer's funds denoted "clients' funds account". The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

It is understood that the Company may hold funds on behalf of you in a bank established outside the European Union. The legal and regulatory regime applying to any such bank might be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous events in relation to that bank, your funds may be treated differently from the treatment which would apply if the funds were held with a bank in an account in Cyprus and the European Union.

The Company has duty to and shall exercise due skill, care and diligence in the selection and monitoring of the financial institution according to paragraph of this Agreement. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Customer as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

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

It is commonly understood that any amount payable by the Company to you, shall be paid directly to you to a bank account the beneficial owner of which is you. Fund transfer requests are processed by the Company within the time period specified on the Company's official website and the time needed for crediting into your personal account will depend on your bank account provider.

The Company retains a right of set off and may, at its discretion, from time to time and without your authorization, set-off any amounts held on behalf and/or to the credit of you against your obligation to the Company. Unless otherwise agreed in writing by the Company and you, this Agreement shall not give rise to rights of credit facilities.

You have the right to withdraw the funds which are not used for margin covering, free from any obligations from your Account without closing the said Account.

The Company reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation provided.

It is within your terms that any incurring bank fees will be paid by you in case of funds withdrawals from your trading account to your designated bank account. You are fully responsible for the payment details that you provided to the Company and the Company accepts no responsibility if you have provided false or inaccurate bank details.

You agree that any amounts sent by you in the Company's bank accounts, will be deposited to your trading account at the value date of the payment received and net of any charges/fees charged by the Bank Account providers or any other intermediary involved in such transaction process. In order for the Company to accept any deposits by you, the identification of the sender must be verified and ensure that the person depositing the funds is you. If these conditions are not met, the Company reserves the right to refund the net amount deposited via the method used by the depositor.

The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where you need to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to your trading account.

When a withdrawal request is submitted, the Company may take up to three (3) Business days to process the request. When your application is approved please wait for three (3) additional days before seeing your funds in your account. For more details regarding withdrawal refer to **clause 12** of this Agreement.

In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from your trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of your trading account(s).

You agree to waive any of your rights to receive any interest earned in the funds held in the Bank Account where your funds are kept.

17. COMPLAINTS PROCEDURE FOR CLIENTS

The Company, have adopted this Complaints Procedure in order to ensure a fair and quick process for handling complaints that may arise from our relationship.

17.1. SUBMITTING YOUR COMPLAINT

You should address your complaint via email to **support@eurotrader.eu**. The email should contain your name, your trading account number and the nature of the complaint. Anonymous complaints will not be treated.

Once you successfully complete and submit your complaint, the **Compliance Department** of the Company shall handle and investigate your complaint.

17.2. ACKNOWLEDGING YOUR COMPLAINT

We will acknowledge receipt of your complaint within five (5) days from the receipt of your complaint and provide you the unique reference number of your complaint. The unique reference number should be used in all your future contact with the Company, the Financial Ombudsman and/or CySEC regarding the specific complaint.

17.3. HANDLING OF YOUR COMPLAINT

Once we acknowledge receipt of your complaint we will review it carefully, investigate the circumstances surrounding your complaint and will try to resolve it without undue delay. We shall make every effort to investigate your complaint and provide you with the outcome of our investigation within two (2) months from the date you have submitted your complaint to us. During the investigation process we will keep you updated of the handling process of your complaint. One of our officers may contact you directly (including communication by email or phone) in order to obtain, where needed, further clarifications and information relating to your complaint. We will require your full cooperation in order to expedite the investigation and possible resolution of your complaint.

In the event that your complaint requires further investigation and we cannot resolve it within two (2) months, we will issue a holding response in writing or other durable medium. When a holding response is sent, it will indicate the causes of the delay and when the Company's investigation is likely to be completed. In any event, we shall provide you with the outcome of our investigation no later than one (1) month from the issuing of the holding response, depending on the complexity of the case and your cooperation. Please note that the Company shall consider your complaint as closed and cease the relevant investigation in case you fail to respond to our officers within the period of three (3) months from the date of the submission of your complaint.

17.4. FINAL DECISION

When we reach an outcome we will inform you of it together with an explanation of our position and any remedy measures we intend to take (if applicable).

1. Contact Details of the Financial Ombudsman of the Republic of Cyprus:

Website: <http://www.financialombudsman.gov.cy>

Email: complaints@financialombudsman.gov.cy

Postal Address: P.O. BOX: 25735, 1311 Nicosia, Cyprus

Telephone: +35722848900

Fax: +35722660584, +35722660118

If you are not satisfied with the Company's final decision you may submit your complaint to the Financial Ombudsman of the Republic of Cyprus and seek mediation for possible compensation. It is important that you contact the Financial Ombudsman of the Republic of Cyprus within four (4) months of receiving a final response from the Company otherwise the Financial Ombudsman of the Republic of Cyprus may not be able to deal with your complaint.

In the unlikely event that the Company was unable to provide you with a final response within the three (3) month time period specified above you may again contact the office of the Financial Ombudsman of the Republic of Cyprus no later than four (4) months after the date when we ought to have provided you with our final decision.

2. Contact Details of the Cyprus Securities and Exchange Commission:

Website: <http://www.cysec.gov.cy>

General email: info@cysec.gov.cy

Postal Address: P.O. BOX 24996, 1306 Nicosia, Cyprus

Telephone: +35722506600

Fax: +35722506700

You may maintain your complaint with the Cyprus Securities and Exchange Commission, however please note that the Cyprus Securities and Exchange Commission does not have restitution powers and therefore does not investigate individual complaints.

It is understood that your right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

18. CONFLICTS OF INTEREST POLICY

18.1. LEGAL FRAMEWORK

In accordance with Directive DI144-2007-01, CIFs are required to establish, implement and maintain an effective conflict of interest policy set out in writing and appropriate to the size and organisation of the CIF and the nature, scale and complexity of its business.

In addition, according to the Investment Services Activities and Regulated Market Law of 2007, CIFs must take all reasonable steps to identify conflicts of interest between itself, including its managers and employees, tied agents or other relevant persons, as well as any person directly or indirectly linked to them by control, and their clients or between one client and another, that arise in the course of providing any investment and ancillary services.

In this respect, CIFs must establish adequate policies and procedures sufficient to ensure compliance, including its managers, employees, tied agents and other relevant person(s), with its obligations pursuant to the Law and the directives issued pursuant to this Law, as well as appropriate rules governing personal transactions by such persons.

18.2. POLICY

All employees of the Company must on commencement of their employment read and fully understand the Policy. All employees of the Company are obliged to register their acceptance of having read and understood the Policy in a register, which is to be filed and managed by the Chief Executive Officer of the Company. Any employee that suspects any conflict of interest must immediately inform the Chief Executive Officer who will determine if any conflict does exist or has the potential to arise and will state the reasoning for their findings in a file kept in storage for referral to the Commission should such need arise.

In particular, the Company defines a conflict of interest as any situation where either the Company or an individual is in a position to exploit a professional or official capacity in some way for either corporate or personal benefit. Situations where conflicts of interest can occur include the following:

- a.** The Company or a relevant person, or a person directly or indirectly linked by control to the Company, is likely to make a financial gain or avoid a financial loss, at the expense of the client.
- b.** The Company or a relevant person, or a person directly or indirectly linked by control to the Company, has an interest in the outcome of a service provided to the client, or of the transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome.

- c.** The Company or a relevant person, or a person directly or indirectly linked by control to the Company, has a financial or other incentive to favour the interest of a client or group of clients over the interests of the other client or group of clients.
- d.** The Company or a relevant person, or a person directly or indirectly linked by control to the Company, carries on the same business as the client.
- e.** The Company or a relevant person, or a person directly or indirectly linked by control to the Company, receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of money, goods or services, other than the standard commission or fee for that service.
- f.** The Company or a relevant person, or a person directly or indirectly linked by control to the Company, has financial interest in an instrument that contradicts with the financial interest of the client

Relevant person in relation to the Company means any of the following persons:

- a)** a member of the board of directors, partner or equivalent, manager or tied agent of the Company;
- b)** a member of the board of directors, partner or equivalent, or manager of any tied agent of the Company;
- c)** an employee of the Company or of a tied agent of the Company, as well as any other natural person whose services are placed at the disposal and under the control of the Company or a tied agent of the Company who is involved in the provision by the Company of investment services or/and the performance of investment activities;
- d)** a natural person who is directly involved in the provision of services to the Company or to its tied agent under an outsourcing arrangement for the purpose of the provision by the Company of investment services or/and the performance of investment activities;

The affected parties if conflict of interest arises can be the Company, its employees or its clients. More specifically, a conflict of interest may arise, between the following parties:

- a.** Between the client and the Company.
- b.** Between two clients of the Company.
- c.** Between the Company and its employees.
- d.** Between a client of the Company and an employee/manager of the Company.
- e.** Between Company's Departments.

Conflicts of interest can occur in a number of situations, for example:

- The Company is likely to sustain an overall financial loss or avoid a financial loss, by executing a client's specific order.
- The Company is likely to sustain an overall financial gain by not executing a client's specific order.
- The market moves to a direction of a point/timing when by executing client's order will result in a financial loss for the Company.

Company will review the policy on regular basis and maintains the right to amend said Policy whenever it deems this appropriate, at which event all changes will be disclose to the Client.

Personal Transactions of Employees

All employees of the Company that offer investment activities that the Company is authorised to provide must be aware of the restrictions on personal transactions detailed below. This section also includes personal transactions which may be performed by persons who are employed by companies which perform an outsourced activity to the Company, if any. If any prohibited personal transactions are entered into, the Company must be notified promptly. Employees of the Company that are involved in the provision of investment services or other activities must not enter into the personal transactions that which will cause the following:

- enter into a transaction prohibited under section 9 of the Insider Dealing and Market Manipulation (Market Abuse) Law,
- misuse or cause improper disclosure of confidential information,
- enter in a transaction that is likely to conflict with any obligations of the Company, or the employee, that are stated under the law.

Where the employee has come into contact with information which is not publicly available to clients or cannot readily be inferred from information that is so available, the employees must not act or undertake personal transactions or trade, or in the execution of an unsolicited client order, on behalf of any other person, including the Company.

The employees must not disclose any opinion other than in the normal course of business, if the person who is given the opinion is likely to enter into a transaction which is contrary to the above. The employee also should not provide an advice or provide to anyone any information, other than in the proper course of his/her employment, especially if it is clear that the person who is receiving such information will advise another party who might acquire or dispose of financial instruments to which that information relates.

Any client's orders that have been relayed to any employees of the Company must not be disclosed to another party. An employee of the Company who has knowledge of a potential client's order must not carry out a personal transaction that is the same as the client order, if this will cause a conflict of interest.

Reporting Conflicts of Interest

In the case of identification of a possible conflict of interest, a staff member must refer it initially to his immediate supervisor to assist in the assessment of a material risk of damage and send a completed Conflict of Interest Notification Form together with full details to allow regulatory scrutiny, of:

- corrective and preventive actions;
- how these actions were considered appropriate;
- any conditions imposed; and
- whether there are still ongoing conflicts, how these are being managed and advised to the client;

to the Head of Compliance for inclusion within the reports reviewed by the Board of Directors.

Management of Conflicts of Interest

a. Independence

The following measures have been adopted by the Company for ensuring the requisite degree of independence:

- Measures to prevent or control the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest (i.e. by establishing a Chinese wall)
- Separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of the Company. The Company's department whose interests may conflict with clients are:
 - i. Dealing Room*
- Removal of any direct link between the remuneration of relevant persons principally engaged with one activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities:
 - i. Dealing room employees do not relate their remuneration with clients' performance.*
- Measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment or ancillary services or activities. Additionally, the person who decides or influences an individual's bonus may exert undue influence over that individual's integrity of judgment.
- Measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment or ancillary services or activities such as reception and transmission of clients' orders and tasks such as portfolio decision making and calculating performance.

Chinese Walls

Chinese walls are essentially information barriers which are used to prevent inside or highly confidential information possessed by one part of the business from being inappropriately passed to, or obtained by, another part of the business.

When a Chinese wall is used as a way of managing conflicts of interests, individuals on the other side of the wall will not be regarded as being in possession of knowledge denied to them as a result of the Chinese wall. For example, where arrangements have been put in place to ensure that entities belonging to the same group operate independently of each other with effective Chinese walls, the entities shall not be deemed to have knowledge of each other for conflicts of interest purposes.

b. Disclosure of conflict of interest

When the measures taken by the Company to manage conflicts of interest are not sufficient to ensure, with reasonable confidence that risks of damage to clients' interest will be prevented, the Company proceeds with the disclosure of conflicts of interest to the client. Prior to carry out a transaction or provide an investment or an ancillary service to a client, the Company must disclose any actual or potential conflict of interest to the client. The disclosure will be made in sufficient time and in a durable mean and shall include sufficient detail, taking into account the nature of the client, to enable him to take an informed decision with respect to the investment or ancillary service in the context of which the conflict of interest arises.

Clients will be given the opportunity to decide on whether or not to continue their relationship with us with no unreasonable obstacles.

c. Record keeping

The Company keeps and regularly updates a record of the kinds of investment and ancillary service or investment activity carried out by or on behalf of the Company in which a conflict of interest entailing a material risk of damage to the interests of one or more clients has arisen or, in the case of an ongoing service or activity, may arise. The following documentation shall be maintained for a minimum period of five years:

- this policy, any functional variations if applicable
- the Conflicts Log and the Conflicts Identification and Management Map;
- rules, procedures and processes;
- training material and training records;
- Conflicts of Interest Notification Forms;
- details of any review work carried out (including any decisions made on conflicts management); and
- any other documentation used to demonstrate the management of conflicts of interest.

d. Responsibilities

The Company's Chief Executive Officer is responsible for clearly allocating responsibility and delegating authority to accountable individuals to ensure that those involved are aware of their involvement and that the Conflict Officer has a sufficient level of authority and independence in order to carry out their responsibilities effectively.

The Company's Senior Management is required to:

- fully engage in the implementation of policies, procedures and arrangements for the identification, management and ongoing monitoring of conflicts of interest;
- adopt a holistic view to ensure the identification of potential and emerging conflicts within and across business lines and to ensure that informed judgments are made with respect to materiality;
- raise awareness and ensure compliance of relevant individuals by ensuring: regular training (including to contractors and third-party service providers' staff) both at induction and in the form of refresher training; the clear communication of policies, procedures and expectations; that awareness of conflicts procedures forms part of the performance review/appraisal process, and that the best practice is shared throughout the Company.
- sponsor robust systems and controls and effective regular reviews to ensure that strategies and controls used to manage and mitigate risks remain appropriate and effective and that appropriate warnings and disclosures are issued to clients where necessary;
- utilize management information to remain sufficiently up-to-date and informed; and
- support an independent review of the processes and procedures in place.

Individuals are required to identify new conflicts of interest arising out of the activities/ services that they perform and engage in the process to notify line management upon identifying any potential conflict.

The Company's **Conflicts Officer** is the Head of Compliance who is responsible for the day to day management of the implementation of this policy. In particular, he, or his delegate, is responsible for:

- establishing the policy in relation to conflicts of interest;
- providing training oversight and aid;
- monitoring compliance with arrangements;
- the oversight of conflicts management;
- maintaining records in relation to conflicts of interest;
- reviewing and challenging the Conflicts Identification and Management Map; and
- providing appropriate internal reporting to the Board of Directors.

Conflicts Deadlock

Where line management cannot resolve a conflict to the satisfaction of all parties, the Compliance Head will, as the Approved Person with responsibility for Compliance and Risk, have the final say.

19. RISK DISCLOSURE STATEMENT

All Customers are informed to carefully read the following risk disclosures before engaging into any trading transactions, you should also be informed that said policy may not contain all possible risk that can be found in dealing with financial instruments offered by Eurotrade Investments RGB Ltd (hereafter the "Company").

Company offers investment services in the following financial instruments:

- Contracts of Differences (CFDs)

In consideration of the Company agreeing to engage into Forex trading with the undersigned, the Customer acknowledges, understands and agrees with the risks, including but not limited to:

19.1. TRADING IS VERY SPECULATIVE AND RISKY

Trading in Forex is highly speculative and is suitable only for those customers who understand and are willing to assume the economic, legal and other risks involved are financially able to assume the loss of their total investment, understand and are knowledgeable about CFDs, Forex trading and the underlying assets.

19.2. OPEN POSITIONS FALL UNDER REGULATION AND/OR OPERATION RISKS

All Customers acknowledge that open positions can close before expiring by the Company and may result to loss if the trading account is found to be in violation with the Company's policies or illegal under regulation.

19.3. PRICES OFFERED BY THE COMPANY MAY BE DIFFERENT FROM PRICES REPORTED ELSEWHERE

The Company will provide the prices to be used in trading and valuation of Customer positions in accordance with its Terms and Conditions. The trading rates assigned to the assets on the Company's website are the ones at which the Company is willing to sell FX Contracts to its Customers at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of options occurs.

19.4. RIGHTS TO UNDERLYING ASSETS

You have no rights or obligations in respect of the underlying instruments or assets relating to your CFDs or FX Contracts. The Customer understands that CFDs can have different underlying assets, such as stocks, indices, currencies and commodities.

19.5. COMPANY'S SOCIOPOLITICAL ENVIRONMENT

Company is subjected to the governing business laws of the hosting country, which is our case is Cyprus, and is directly affected by Cyprus society and view on financial services companies. Any political, legal and/or social change in Cyprus view of the financial service industry may interfere with Company's operations and may result to loss of funds for the Customer

19.6. THE COMPANY IS NOT AN ADVISER OR A FIDUCIARY TO THE CUSTOMER

Where the Company provides generic market recommendations, such generic recommendations do not constitute a personal recommendation or investment advice and have not considered any of your personal circumstances or your investment objectives, nor is it an offer to trade, or the solicitation of an offer to trade, in any Forex Trading. Each decision made by the Customer to trade in Forex with the Company and each decision as to whether a transaction is appropriate or proper for Customer is an independent decision made by the Customer. The Company is not acting as an advisor or serving as a fiduciary to Customer. Customer agrees that the Company has no fiduciary duty to Customer and no liability in connection with him and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Customer following the Company's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by the Company.

19.7. FOREIGN CURRENCY

When Financial Instruments are traded in a currency other than the currency of the Customer's account, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses for the Client.

19.8. RECOMMENDATIONS ARE NOT GUARANTEED

The generic market recommendations provided by the Company are based solely on the judgment of the Company's personnel and should be considered as such. Customer acknowledges that it enters into any Transactions relying on its own judgment. Any market recommendations provided are generic only and may or may not be consistent with the market positions or intentions of the Company and/or its affiliates. The generic market recommendations of the Company are based upon information believed to be reliable, but the Company cannot and does not guarantee the accuracy or completeness thereof or represent that following such generic recommendations will reduce or eliminate the risk inherent in trading in Forex.

19.9. CONFLICTS OF INTEREST

In any dealing between the Customer and the Company there is a potential that the interests of the Company may be in contrast with the Customers interests resulting to a conflict, this is call Conflict of Interest and it is **clause 18** of this Policy

19.10. APPROPRIATENESS

During registration process all Customers pass a suitability test questionnaire that assesses the ability of the Customer to invest in financial instruments. According with this assessment you are provided with a message which is considered to be a risk warning on your future endeavors with the Company. Carefully read the message as any decision to proceed indicates that you understand all the risks that lie ahead and this policy

19.11. NO GUARANTEES OF PROFIT

There are no guarantees of profit nor of avoiding losses when trading in Forex. Customer has received no such guarantees from the Company or from any of its representatives. Customer is aware of the risks inherent in trading in Forex and is financially able to bear such risks and withstand any losses incurred.

19.12. INTERNET TRADING

When Customer trades online (via the internet) he acknowledges that third parties are implicated in the communication of orders from Customer to the Company, and that the said third parties may cause losses, damages, costs or expenses, caused, directly or indirectly, by any malfunction or failure of any transmission, communication system, computer facility or trading software, which does not belong to the Company, and that in such occurrences any liability of the Company towards the Customer may be waived.

19.13. MALICIOUS INTERNET ACTIVITY AND/OR BLACK HACKING

Customer is aware that account user name and password are connected to the it's funds and must take all measures to avoid disclose log in information to inappropriate persons and/or make sure the technology he/she uses is secure from third party software that aim to steal these information. Company or any person related to the Company will never ask for the account password, other log in information such as username may requested only for verification purposes and only in situations that the Company needs to identify the Customer

19.14. COMMUNICATION BETWEEN CUSTOMER AND COMPANY

Any form of communication except point 9 is subjected to additional factor of miscommunication of time delays that gradually increase the inability of the Company to execute an order effective and efficiently for the Client.

19.15. EXPIRY SYSTEM ERRORS

In case the expiry system fails for any reason, it will auto detect un-expired options and expire them in accordance to the rates stored historically in the archive. If any position did not expire on time, the system will issue a notification to the Compliance Officer, detailing all position information, in order to be resolved manually.

19.16. COMPENSATION AMOUNT IS CAPPED

The Company participates in the Investor Compensation Fund, as stated in **clause 20** of said Policy, for Customers of Investment Firms regulated in the Republic of Cyprus. Customers will be entitled to compensation under the Investor Compensation Fund where we are unable to

meet our duties and obligations arising from your claim. Any compensation provided to you by the Investor Compensation Fund shall not exceed twenty thousand euro (EUR 20.000). This applies to your aggregate claims against us.

19.17. MARKET VOLATILITY

Movements in the price of underlying assets/ markets can be volatile and unpredictable. "Force majeure", political events and other factors can cause high market volatility. This will have a direct impact on the Customer's profits and losses.

20. INVESTOR COMPENSATION FUND POLICY

I. INTRODUCTION

Eurotrade Investments RGB Ltd (the "Company") is a member of the Investor Compensation Fund (the "Fund") for Customers of Cyprus Investment Firms (CIFs) and other Investment Firms (IFs) which are not credit institutions, which was established under the Law. The Fund constitutes a private law legal entity and its administration is exercised by an Administrative Committee of five members, who are designated for a three-year term. The object of the Fund is to secure the claims of the covered clients against the members of the Fund by the payment of compensation for their claims arising from the covered services provided by its members, so long as failure by the member to fulfill its obligations has been ascertained.

It is a legal obligation for CIFs and other IFs, which are not banks, to subscribe to the Fund. Any compensation provided to clients by the Investor Compensation Fund shall not exceed EURO20.000. This applies to clients' aggregate claims against the Company.

II. COVERED CLIENTS

The Fund covers all the clients of the Company, except those belonging into the following categories:

- a.** The following categories of institutional and professional investors:
 - i. Investment Firms (IFs)
 - ii. Legal entities associated with the member of the Fund and, in general, belonging to the same group of companies
 - iii. Banks
 - iv. Cooperative credit institutions
 - v. Insurance companies
 - vi. Collective investment organizations in transferable securities and their management companies
 - vii. Social insurance institutions and funds
 - viii. Investors characterized by the member as professionals, upon their request
- b.** States and supranational organizations
- c.** Central, federal, confederate, regional and local administrative authorities.
- d.** Enterprises associated with the member of the Fund
- e.** Managerial and administrative staff of the member of the Fund

- f.** Shareholders of the member of the Fund, whose participation directly or indirectly in the capital of the member of the Fund amounts to at least 5% of its share capital, or its partners who are personally liable for the obligations of the member of the Fund, as well as persons responsible for the carrying out of the financial audit of the member of the Fund, such as its qualified auditors
- g.** Investors having in enterprises connected with the member of the Fund and, in general, of the group of companies, to which the member of the Fund belongs, positions or duties corresponding to the ones listed in paragraphs (v) and (vi)
- h.** Second-degree relatives and spouses of the persons listed in paragraphs (v), (vi) and (vii), as well as third parties acting for the account of these persons
- i.** Apart from the investors, investors-clients of a member of the Fund responsible for facts pertaining to the member of the Fund that have caused its financial difficulties or have contributed to the worsening of its financial situation or which have profited from these facts
- j.** Investors in the form of a company, which due to its size, is not allowed to draw a summary balance sheet in accordance with the Companies Law or a corresponding law of a Member State.

In the cases of paragraphs (e), (f), (g) and (h), the Fund suspends the payment of compensation informing the interested parties accordingly, until it reaches a final decision as to whether such cases apply.

III. COVERED SERVICES

Covered services are the following investment services which are offered by the Company:

- a.** Reception and transmission of orders in relation to one or more financial instruments
- b.** Execution of orders on behalf of clients

Financial Services in relation to which investment services are currently provided by the Company are the following:

- a.** Transferable securities
- b.** Money-market instruments
- c.** Units in collective investment undertakings
- d.** Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- e.** Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
- f.** Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF
- g.** Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of Part III and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls
- h.** Derivative instruments for the transfer of credit risk
- i.** Financial contracts for differences

j. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

IV. COMPENSATION OF COVERED CLIENTS AND PAYMENT FORMALITIES

I. FAILURE OF A MEMBER OF THE FUND TO FULFILL ITS OBLIGATIONS TOWARD ITS INVESTORS

The Fund compensates the covered clients for claims arising from the covered services provided by its members, as long as failure by the member to fulfill its obligations has been ascertained notwithstanding a relevant obligation by the member of the Fund in accordance with the legislation and the terms which govern its agreement with the covered client and regardless of whether the said obligation of the member of the Fund is based on the agreement or on wrongdoing.

Failure by a member of the Fund to fulfill its obligations consists of its failure:

- Either to return to its covered clients funds owed to them or funds which belong to them but are held by the member, directly or indirectly, in the framework of the provision by the said member to the said clients of covered services, and which the latter requested the member to return, in exercise of their relevant right
- Or to hand over to the covered clients financial instruments which belong to them and which the member of the Fund holds, manages or keeps on their account, including the case where the member is responsible for the administrative management of the said financial instruments.

II. PRECONDITIONS FOR THE INITIATION OF THE COMPENSATION PAYMENT PROCEDURE BY THE FUND

The Fund initiates the compensation payment procedure:

- If the member of the Fund submits to the Fund or to Cyprus Securities and Exchange Commission CySEC a written statement declaring its failure to fulfill its obligations toward its clients
- If the member of the Fund files an application for liquidation
- If (CySEC) has revoked or suspended the member's authorization to provide investment services and ascertains that the member of the Fund is not expected to be in a position to fulfill its obligations toward its clients in the near future, for reasons which do not concern a temporary lack of liquidity which can be dealt with immediately.

CySEC may request by the member of the Fund to set out its views within a short deadline so fixed, which cannot be less than three working days from the date of the invitation to set out such views.

III. PROCEDURE RELATING TO THE INVITATION OF COVERED CLIENTS TO SUBMIT APPLICATIONS

Upon issuance of a decision by the Court or by CySEC, on the commencement of the compensation payment process, the Fund publishes in at least three newspapers of national coverage, an invitation to the covered clients to make their claims against the member of the Fund arising from covered services, designating the procedure for the submission of the relevant applications, the deadline for their submission and their content.

The publication contains at least:

- the name and address of the headquarters of the member of the Fund, to whom the covered client compensation process has been activated through the Fund
- the deadline for the submission of compensation applications, which cannot be less than five months and greater than nine months from the last publication
- the mode and address of submission of applications
- the address at which investors may be informed about the exact content of the applications to be submitted, and get the relevant form provided by the Fund.

IV. INTERRUPTION OF DEADLINE FOR SUBMISSION OF APPLICATIONS

In case a covered client, not being its fault, was neither informed about the invitation to submit compensation applications nor in a position to submit within the deadline this application, the deadline is interrupted provided that an interruption of the deadline arises in case of an event of force majeure, as long as it has been proved that it prevented the keeping of the deadline for the submission of compensation applications or the collection and submission of the required information.

Indications that the covered client has an impediment for which he is not responsible and which forms a reason for the interruption of the deadline for the submission of a compensation application include especially

- proved absence of the covered client abroad for a period which includes at least half of the deadline for the submission of a timely application;
- illness confirmed by a doctor that it forms a serious impediment for the submission of an application for a period which includes at least half of the deadline for the submission of a timely application; or
- his stay in a correctional institution for a period which includes at least half of the deadline for the submission of a timely application.

A covered client who submits an application late to the Fund for the payment of compensation is obliged to submit, in addition to the information forming the necessary minimum content of the application a solemn declaration stating the reason for which he was not in a position to claim compensation in time attaching the necessary supporting evidence to prove his allegations.

V. CONTENT OF COMPENSATION APPLICATIONS SUBMITTED TO THE FUND

The compensation applications of covered clients with which they make their claims against a member of the Fund are submitted to the Fund in writing. The compensation applications must include:

- the name of the claimant
- the address, telephone and fax numbers as well as any email address of the claimant

- the client code that the claimant had for the member of the Fund;
- the particulars of the covered services agreement between the Fund and the claimant;
- the type and amount of the alleged claims of the claimant; and
- the exposition of the particulars from which the alleged claims of the claimant and their amount are derived.

The Fund may ask for more information included in the compensation application, which it communicates with its publication in at least three newspapers of national coverage as well as in the Official Gazette of the Republic, and puts a catalogue with this information at the disposal of investors, at its offices and/or at the offices of the member of the Fund.

VI. PROCEDURE RELATING TO THE RECORDING AND EVALUATION OF THE ALLEGED COMPENSATION CLAIMS

The Fund designates at least one qualified auditor and at least one lawyer with knowledge on capital market issues, who after having checked initially the prerequisites, they evaluate the claims submitted to the Fund and recommend to the Administrative Committee their acceptance in total or in part or their rejection. In case of disagreement between these persons, each one of them submits a separate recommendation. The remuneration of the persons is agreed between the Fund and these persons and burdens the member of the Fund, and, if necessary, is paid by the Fund.

The persons in order to evaluate the applications:

- ask from the member of the Fund to express its opinion about the grounds of the claims alleged by the claimants and, in case of doubt, to present the relevant supporting documents;
- evaluate, based on the information they have, the applications, determining the amount of the compensation for each claimant.

The persons have full access to the books kept by the member of the Fund, in order to accomplish their work, and they are obliged to exhibit confidentiality against any third party as to the information coming to their knowledge in the exercise of their duties provided that the said obligation of confidentiality is disregarded in order to render possible the exercise of their duties.

VII. DECISION OF THE ADMINISTRATIVE COMMITTEE ON SUBMITTED APPLICATIONS

Upon submission of the applications the Administrative Committee has control especially if:

- the claimant falls within the category of covered clients
- the application was timely submitted
- the conditions of legislation and of this Policy for the valid submission of compensation applications are fulfilled.

The Administrative Committee rejects the application in case the claimant does not fulfill the above conditions or, if at the Administrative Committee's discretion, there exists at least one of the following reasons:

- The claimant used fraudulent means in order to secure the payment of compensation by the Fund, especially if it knowingly submitted false evidence;

- the damage suffered by the claimant substantially derived from concurrent negligence or offence on its behalf in relation to the damage it suffered and to its underlying cause.

The Administrative Committee during the examination of the applications takes into consideration the recommendations of the persons and decides on the applications submitted to the Fund determining the amount of the compensations for each covered client-claimant.

VIII. UNJUSTIFIABLY PAID COMPENSATION

The Fund may demand at any time from a covered client to return the compensation paid to it, if it finds out a posteriori that there was a reason to reject its application.

IX. FIXING OF THE AMOUNT OF PAYABLE COMPENSATION

To ascertain the claims of a claimant against a member of the Fund, as well as any counter-claims of the member of the Fund against the claimant, the books kept and the particulars issued by the member of the Fund as well as the supporting evidence produced by the claimant are taken into consideration.

The amount of the compensation payable to each covered client is calculated in accordance with the legal and contractual terms governing the relation of the covered client with the member of the Fund, subject to the set-off rules applied for the calculation of the claims between the covered client and the member of the Fund.

The valuation of the financial instruments pertaining to the compensation payable to the covered client is carried out based on their value at the day:

- of publication of the court
- of publication of the decision of CySEC.

The calculation of the payable compensation derives from the sum of total established claims of the covered client against the member of the Fund, arising from all covered services provided by the member and regardless of the number of accounts, of which it is a beneficiary, the currency and place of provision of these services.

As the amount of the claim determined under this Regulation exceeds the amount of twenty thousand Euro (EURO20.000), the claimant receives as compensation the lump sum of the amount of twenty thousand Euro (EURO20.000).

X. VALUATION OF CLAIMS OF COVERED CLIENTS AND ITS NOTIFICATION PROCESS

Upon completion of the valuation, the Fund:

- issues minutes listing the clients of the member of the Fund which are compensation beneficiaries along with the amount of money each one of them is entitled to receive, and, communicates it to CySEC and the member of the Fund within five working days from its issue; and
- communicates to each affected client its finding no later than fifteen days from the issue of the minutes referred to above communicates to each affected client its finding no later than fifteen days from the issue of the minutes determining the total compensation amount this client is entitled to receive.

CySEC, in order to ensure that the provisions of the legislation in force in the Republic are fulfilled during the examination of the applications and the calculation of the amount of the corresponding compensation per covered client, may:

- Request from the Fund, the member of the Fund and the claimant to produce information and particulars
- Conduct any investigation required, implementing the relevant provisions of CySEC (Establishment and Responsibilities) Laws of 2001 and 2002, as in force, and especially those provisions enacting the powers of the CySEC for entry and investigation.

The claimant to whom the Fund communicates the total compensation amount to which it is entitled, in case it disagrees with the Fund's decision, has the right within ten days from the communication of the decision, to appeal to CySEC, justifying sufficiently its alleged claim.

The CySEC, in as long as it finds errors or inaccuracies as to the evaluation by the Fund of the applications for the payment of compensation and the fixing of the compensation for each claimant, taking into consideration any memos submitted to it by claimants, may demand from the Fund to correct the payable compensations with a decision communicated to the Fund within forty-five days from the communication to it of the minutes of the compensation beneficiaries.

XI. DEADLINE AND PROCEDURE RELATING TO THE PAYMENT OF COMPENSATION

The Fund is obliged to pay to each covered client-claimant the compensation within three months from sending to CySEC the minutes with the compensation beneficiaries.

The payment of the compensation by the Fund is deposited to a bank account of the covered client-claimant designated by the latter in writing to the Fund.

Every compensation payable to a covered client burdens initially the property of the Fund corresponding to the individual shares of its members and then the assets of the fixed reserve.

XII. EFFECTS OF PAYMENT OF COMPENSATION

The payment of any compensation by the Fund entails ipso jure subrogation of the Fund to the rights of the compensated covered client-claimant against the member of the Fund for an amount equal to the compensation payable to it.

21. TERMINATION POLICY

Client Termination:

Client has the option to terminate the respective account or use of this Site at any time for any reason or for no reason. In proceeding to the above you agree that all the amount payable to the Company become immediately due including costs, charges, or additional expenses that occurred. Company has seven (7) Business days to fulfill any payable obligations to the Client.

Any open position are to be closed by the Client and the Client should refrain from opening new positions until the completion of the termination process. The Company has the right to deny new orders from the Client by restricting or limiting platform access during the termination process, any open positions will be closed at current prices as sell back options upon balance settlement.

If the Client is using multiple currencies accounts and wants to terminate all accounts, the Client has the option to select a base currency for the Company to consolidate all the balances for settlement purposes.

If the Company suspects malicious or illegal activity during the process it will notify the Client that the process will be extended and will ask for Client's cooperation in resolving pending investigation as soon as possible. The Company will withhold partial or all balance if Client is found accountable.

Company Termination:

The Company may suspend or terminate Client's account if found in violation with any one of the Company's policies, for any internal reasons and or for suspicion of illegal activity. The Company will then proceed to refund or withhold the trading account funds partially or fully after pending investigation is resulted and according with the Company's policies. Specifically after notification to the Client, the Company is entitled:

- to restrict or limit Clients access to the platform and/or website
- to close all open positions as sellback options
- to withhold partially or fully the account balance
- to merge all account balances in one currency for settlement purposes
- to ask from the Client to re-verify it's account and/or to ask for additional document as to perform enchase due diligence

When the company initialize termination process it will notify the Client about its decision and the conditions the Client is subjected to as mentioned above along with an estimated timeframe of completion no more than thirty (30) days as each case may differ.

It is noted that Company will maintain records of your transactions and/or dealings for a period of at least five(5) years after termination as it is required by the Law and all private information are govern by our Privacy Policy for set duration.

22. COSTS AND CHARGES

You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organization and interest on any amount due to us at the rates then charged by us (and which are available on request). A detailed analysis of the Fess, Costs and Charges can be found on our website (<http://en.eurotrader.com/feescostandcharges-policy.html>). At this stage, the only charge imposed by the Company is the dormant account charge, as detailed in **clause 23**. Any alteration to charges will be notified to you before the time of the change.

In case of any value added tax or any other tax obligations that arise in relation to a transaction performed on behalf of you or any other action performed under this Agreement for you, the amount incurred is fully payable by you and in this respect you must pay the Company immediately when so requested and the Company is fully entitled to debit your account with the outstanding amount to be settled (excluding taxes payable by the Company in relation to Company's income or profits).

All payments to the Company under this Agreement shall be made in such currency as the Company may from time to time specify to the bank account designated by the Company

for such purposes. All such payments shall be made by the Client without any deduction or withholding.

The Company may share charges with partners, affiliates, intermediary service providers and agents (collectively referred to as "Partners") in connection with Transactions carried out in the Client's Account. More information on the fees and commissions the Company pays to its partners can be provided upon request.

23. INACTIVITY POLICY

Fees may be payable by you by virtue of the fact that the Trading Platform is continually provided to you for trading, regardless of your actual use. If there are no transactions (deposits, withdrawals or trading activity) on your Trading Account for a period of at least three (3) months or more, the Company reserves the right to charge a monthly inactivity fee on your Trading Account, in return for the provision of the continued availability of your Trading Account. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf. Refer to the table of Fees, Cost & Charges for details of inactivity fee calculation formula found in our website (<http://en.eurotrader.com/feescostandcharges-policy.html>).

24. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

This Agreement shall be valid for an indefinite time period until its termination from either the Company or You or both.

The Agreement may be amended on the following cases:

- 1.** Unilaterally by the Company if such amendment is necessary following an amendment of the law or if CySEC or any other regulatory authority issues decisions or binding directives which affect the Agreement. In any such case, the Company shall notify the Client of the said amendment either in writing or per electronic mail or through its main webpage and your consent shall not be required for any such amendment.
- 2.** In cases where the amendment of the Agreement is not required by any change in the legal framework, the Company shall notify you of the relevant amendment through its main webpage and/or via email. If objections arise, you may terminate the Agreement within five (5) –days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of you shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that you consent and/or accepts the content of the amendment.

25. FATCA REPORT

The Company complies with FATCA regulations including disclosure of information to applicable regulations and governmental authorities. FATCA reportable or U.S. reportable person is:

- a. U.S. Citizen;
- b. U.S. Resident alien for tax purposes;
- c. Domestic partnership or corporation;
- d. Domestic cooperation;
- e. A U.S. citizen holding ownership more than 10% of corporation / partnership / trust;
- f. Any trust, which by U.S. court is able to exercise primary supervision over the administration of the trust. One or more United States persons authorized to exercise control on all fundamental decisions of the trust and any other person that is not a foreign person.

The Client acknowledges and agrees to disclose at any time of the relation between the Company and the client information about his reportable status and if he is a reportable person. The Company may ask from time to time for additional information from U.S. reputable persons so that it can maintain appropriate records.

The Client acknowledges and accepts that the Company is required to disclose personal information in relation to any U.S. reputable person as per FATCA's reporting regulations.

26. NOTICES

Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by you under the Agreement shall be in writing and shall be sent to the Company's mailing address as indicated in the Company's website or to any other address which the Company may from time to time specify to you for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

The Company reserves the right to specify any other way of communication with you.

27. RECORDING OF TELEPHONE CALLS

You acknowledge that the Company might record telephone conversations between you and the Company without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be the Company's sole property and accepted by you as evidence of the Orders or instructions given

28. GENERAL PROVISIONS

You acknowledge that no representations were made to you by or on behalf of the Company which have in any way incited or persuaded you to enter into the Agreement.

In case any provision of the Agreement is or becomes, at any time, illegal void or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

All Transactions on behalf of you shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Laws and Regulations") of CySEC, the Central Bank of Cyprus and any other authorities which govern the operation of the Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for you.

You shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under the Agreement.

The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments conducted by the Company and other information regarding the activity of the Company are accessible and addressed to any natural persons and legal entities at the Company's website over the Internet.

29. APPLICABLE LAW, JURISDICTION

This Agreement and all transactional relations between you and the Company are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located.

30. DIGITAL SIGNATURE

All communication between Company and Customer by use of electronic means such as the website and/or emails that refers to this Agreement or Amendments of said Agreement shall be binding as if they were in writing.