

Terms and Conditions

1. Introduction

The Client Agreement / Terms and Conditions (the "Agreement" or "Terms and Conditions" or "T&Cs" or "Terms") is entered into force between (a) Swissquote Capital Markets Limited (the "Swissquote" or "SQCM" or "We" or "Us") a limited liability company incorporated in the Republic of Cyprus with registration number HE425179. Swissquote is authorized and regulated by the Cyprus Securities and Exchange Commission under license number CIF 422/22 and having its registered address at 42 Spirou Kiprianou, Emerald House, Floor 1, 3076, Limassol, Cyprus and (b) a natural or legal person who has successfully completed the process of application and registration to open a trading account with SQCM (the "Client" or "You") and has submitted all the required information and documentation.

For the purposes of this Agreement, SQCM and the Client are hereafter from time to time referred to each individually as a "Party" or collectively as the "Parties".

By accepting this Agreement, the Client also accepts and agrees to be bound, *inter alia*, by the provisions of the following policies (the "Policies"), which form an integral part of this Agreement and which are required to be electronically acknowledged and accepted by you during the account opening procedure:

- (a) Complaints Handling Policy;
- (b) Client Categorization Policy;
- (c) Investor Compensation Fund Policy
- (d) Risk Disclosure Statement;
- (e) Deposit and Withdrawal Policy;
- (f) Order Execution Policy;
- (g) Privacy Policy; and
- (h) Conflicts of Interest Policy.

In addition to the above, the Client hereby confirms that prior accepting the T&Cs and the Policies, has read and understood the information shown in the Key Information Documents ("KIDs").

Swissquote Capital Markets Limited has the sole and exclusive use of the domain www.swissquote.cy. Swissquote is a brand name which is operated by SQCM and Swissquote Group. SQCM's services are offered through its Electronic Trading Platforms and Trading Apps.

By accepting and agreeing to the Terms and Conditions during the online registration process, the Client agrees to the provision of information through electronic means such SQCM Website or the verified email of the Client (hereafter the "Durable Mediums") due to the nature of the relationship established between the relevant Parties, which is deemed acceptable and appropriate.

The provision of information by means of electronic communication is treated as appropriate and acceptable since the Client has regular access to the internet. The provision by the Client of an email address for the purposes of the carrying on of that business is considered as sufficient evidence. SQCM will ensure that the information available within its Website will be always kept up to date.

2. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

“**Account**” means any Cash held by a Client with Swissquote in connection with the Services.

“**AML**” means anti-money laundering.

“**Applicable Laws and Regulations**” means the legislation, directives or other regulations issued by CySEC, the European Securities and Markets Authority and/or other EU Member States and govern the operations of Cyprus Investment Firms and all applicable laws and rules in force from time to time.

“**Bank Working Day**” means a weekday on which banks are open for general business in Cyprus.

“**Beneficial Owner**” means:

(a) In the case of *corporate entities*:

- i) the natural person who ultimately owns or controls a corporate entity through direct or indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in that corporate entity, including through bearer shareholdings, or through control via other means, other than a company listed on a regulated market that is subject to disclosure requirements consistent with European Union law or subject to equivalent international standards which ensure adequate transparency of ownership information.

Provided that:

- an indication of direct shareholding shall be a shareholding of 25% plus one share or an ownership interest of more than 25% in the customer held by a natural person; and
 - an indication of indirect ownership shall be a shareholding of 25% plus one share or an ownership interest of more than 25% in the customer held by a corporate entity, which is under the control of a natural person, or by multiple corporate entities, which are under the control of the same natural person or persons.
- ii) the natural person who holds the position of senior managing official if, after having exhausted all possible means and provided there are no grounds for suspicion, no person under sub paragraph (i) of the present paragraph is identified, or if there is any doubt that the person identified is the beneficial owner.

(b) In the case of *trusts*:

- i) the settlor;
- ii) the trustee(s) or commissioner;
- iii) the protector, if any;
- iv) the beneficiary, or where the individual benefiting from the legal arrangement or legal entity have yet to be determined, the class of persons in whose main interest the legal arrangement or entity is set up or operates; and
- v) any other natural person exercising ultimate control over the trust by means of direct or indirect ownership or by other means.

(c) In the case of legal entities such as foundations, and legal arrangements similar to trusts: The natural persons holding equivalent or similar positions to those referred to in point (b) above.

“**Cash Account**” means the multicurrency Account for the management of the Client’s trading activities.

“**CIF**” means Cypriot Investment Firm established in Cyprus and authorised by the CySEC pursuant to the Law to provide one or more investment services to third parties or/and perform one or more investment activities

“**CFD**” means a Contract for Differences.

“**Clause**” means a clause of these Terms.

“**Client**” or “**Customer**” means any person to whom we provide the Services.

“**Client Money Rules**” means the rules and directives of CySEC in relation to handling Client Money, including the Directive for the Safeguarding of Client Assets, Product Governance Obligations and Inducements Directive DI87-01, as amended from time to time.

“**Commissions and Fees Schedule**” means the schedule of commissions, charges, margin, interest, and other rates (from time to time) which applies to the Services and which can be found on the Website.

“**Communication Method**” means any method of communication described in Clause 36.

“**Complaint**” means a statement of dissatisfaction addressed to SQCM by a natural or legal person relating to the provision of an investment and/or ancillary service provided by SQCM, in accordance with the Complaints Handling Policy. The statement of dissatisfaction may relate to your rights under the Terms and Conditions and/or other contractual documents consented during the onboarding process, the provision of customer support services in respect to the way used to address a query and/or the time required to address such query.

“**CRS**” means Common Reporting Standards.

“**Customer Care Centre**” means our client services team who are available by telephone on +357 25 258 250 or by email at support_sqcm@swissquote.com between 09.00 a.m. and 18.00 p.m. local time on any Bank Working Day.

“**CySEC**” means the Cyprus Securities and Exchange Commission.

“**Electronic Trading Platform**” means an electronic trading platform for the purposes of effecting Transactions through our Website and includes the MT4 and MT5 Trading Platforms and the Advanced Trader platform.

“**EMIR**” means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories.

“**Equity**” means the balance of your Trading Account as adjusted by the addition of any unrealised profit or loss resulting from your open positions under your Transactions with SQCM.

“**ESMA**” means the European Securities and Markets Authority.

“**Event of Default**” means an event of default as set out in Clause 33 of the Agreement.

“**FATCA**” is an abbreviation for “Foreign Account Tax Compliance Act” and refers to the relevant sections of the United States Internal Revenue Code as may be amended or replaced and includes any US or other

guidance, decree or other measures taken by the US or the EU or any other government or body in the implementation of these provisions and includes, without limitation, any intergovernmental agreement, treaty, law, regulation, decree, directive or guidance issued for the purposes of or in relation to compliance with the relevant sections of the United States Internal Revenue Code.

“Financial Instrument” means any financial instrument defined as such in Part III of the First Appendix of Law 87(I)/2017, as amended, and for which SQCM is authorised to offer.

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

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

“Initial Margin” means any payment for the purpose of entering not a CFD transaction, excluding transaction fees (i.e. spreads and swaps) and any other related costs.

“Initial Margin Protection” means the initial margin as defined in Annex I of ESMA35-43-1397.

“Joint Account” means an Account opened in the name of at least two Clients.

“KID” means a Key Information Document for Packaged retail investment products and insurance-based investment products.

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

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

"Margin Close Out Rule" means the closure of one or more of a retail client's open CFDs on terms most favorable to the client when the sum of funds in the Trading Account and the unrealized net profits of all open CFDs connected to the Trading Account falls to less than 50% of the total initial margin for all those open CFDs.

"MiFID II" means the Directive 2014/65/EU on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

"MiFIR" means Regulation (EU) No. 600/2014 on markets in financial instruments.

"MTF" means multilateral trading facility which is a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with Title II of MiFID II.

"OTF" means an organised trading facility which is a multilateral system which is not a regulated market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system in a way that results in a contract in accordance with Title II of MiFID II.

"Politically Exposed Person" or "PEP" means a natural person who is or who has been entrusted with prominent public functions in the Republic of Cyprus or in another country, an immediate close relative of such person as well as a person known to be close associate of such person:

whereas "*prominent public function*" means any of the following public functions:

- a) heads of State, heads of government, ministers and deputy or assistant ministers;
- b) members of parliament or of similar legislative bodies;
- c) members of the governing bodies of political parties;
- d) members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- e) members of courts of auditors or of the boards of central banks;
- f) ambassadors, *chargés d' affaires* and high-ranking officers in the armed forces;
- g) members of the administrative, management or supervisory bodies of State-owned enterprises;
- h) directors, deputy directors and members of the board or equivalent function of an international organization;
- i) mayor;

provided that no public function referred in points (a) to (i) above shall be understood as covering middle-ranking or more junior officials; and

whereas the term "*close relatives*" of a PEP includes the following:

- a) the spouse, or a person considered to be equivalent to a spouse, of a PEP;
- b) the children and their spouses, or persons considered to be equivalent to a spouse, of a PEP;
- c) the parents of a PEP;

"Persons Known to be Close Associates of a PEP" means natural person:

- a) who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a PEP;
- b) who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

"PRIIPs Regulation" means Regulation (EU) No 1286/2014 of the European Parliament and the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products.

"Professional Client" means any Client meeting the criteria of Professional Client as defined in Annex II of the MiFID II Directive.

"Related Individual" means, where the Client is an entity, any employee, representative, shareholder, agent, contact person or individual related to the Client and whose personal data must be processed by Swissquote in the context of these Terms.

"Retail Client" means a client who is not a Professional Client or Eligible Counterparty Client.

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

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

"Secure Email" means emails sent by or to the Client using the Swissquote's secure network.

"Services" means the investment services and trading facilities the Swissquote offers to Clients as detailed in Clause 3.

"Swissquote Bank SA" is a bank duly licensed in Switzerland, which is part of the Swissquote Group.

"Swissquote Group" means any present and future company that is controlled or detained directly or indirectly by Swissquote Group Holding Ltd, a limited company headquartered in Gland (Switzerland).

"Swissquote Group Holding Limited" is the parent company of the Swissquote.

"SQCM" or **"we"** or **"us"** or **"Swissquote"** means Swissquote Capital Markets, a limited liability company registered with the Cyprus Registrar of Companies under number HE 425179, duly licensed as a Cyprus Investment Firm by the Cyprus Securities and Exchange Commission under license number 422/22 and having its registered office address at 42 Spirou Kiprianou, Emerald House, Floor 1, 3076, Limassol, Cyprus.

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

"Target Market" for a particular financial instrument means the manufacturer's assessment of the type or types of end-client for whose needs, characteristics and objectives the financial instrument is compatible.

“**Trading Account**” means each trading account you hold with SQCM for the purposes of trading at any Electronic Trading Platform or Trading Apps and designated with a particular account number specific to you as SQCM’s client.

“**Trading Apps**” means our mobile device and tablet applications which can be downloaded to certain smart phones and tablets (as detailed on the Website) and through which some of the Services are available.

“**Transaction Notification**” means the trade confirmation provided by SQCM to the Client.

“**TTCA**” means Title Transfer Collateral Arrangement.

“**Website**” means our website, which can be found at: <https://www.swissquote.cy> and <https://www.swissquote.eu>

3. Provision of Services

We are authorized to provide Investment and Ancillary Services (hereafter the “Services”) in accordance with the provisions of the Investment Services and Activities and Regulated Markets Law 87(I)/2017 (the “Law”) and the Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2018 (the “AML Law”).

We are authorized by CySEC to provide the following Services as per our license number 422/22, which is published onto CySEC’s [website](#) and are available here:

Investment Services:

- a) Reception and Transmission of orders in relation to one or more financial instruments; and
- b) Execution of orders on behalf of clients.
- c) Dealing on own account.

Ancillary Services:

- a) Safekeeping and administration of financial instruments, including custodianship and related services.
- b) Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
- c) Foreign exchange services where these are connected to the provision of investment services.
- d) Investment research and financial analysis or other forms.

The above Services will be offered in relation to CFDs. It is noted that we are not acting through a tied agent.

We are not authorized to provide legal or tax services to the Client. We may discuss with you the terms of this Agreement as well as the information and clauses of the Policies, however, we cannot advise you and no such discussion can be treated by you as a legal advice.

SQCM undertakes to make our technical systems and specialist knowledge available to the Client so as to enable the latter to trade over the internet via the Website. SQCM grants its Clients the right to use the related software free of charge. This right of use is non-exclusive and non-transferable. The Client shall not be entitled in any event to copy such software or to disseminate it in any other way, and shall be liable to SQCM for any damage resulting directly or indirectly from any infringement of this provision.

We will not advise you on the merits of any transaction entered into by you nor will we manage or monitor any open positions you may have in our products. You acknowledge that our execution of any order on your

behalf does not in any way imply that we have approved or recommended that transaction or product. We have set out various risk disclosures in relation to our services and the products in our Website.

Unless we have otherwise agreed in advance in writing, you will enter into each transaction as principal and not as agent on behalf of someone else. We shall be responsible to you alone and shall have no duties or obligations to any of your underlying principals or customers. You alone will be responsible for the performance of your obligations to us.

All transactions we enter into with you or on your behalf will be placed and executed generally in accordance with the terms of our order execution policy (as amended from time to time) full details of which are available on our website (Order Execution Policy). Our Order Execution Policy forms an integral part of this Agreement. The contractual relationship between the Client and SQCM is governed by these Terms, any special terms and conditions SQCM may have in force and/or by any special agreements that may be reached in writing between the Client and SQCM. Unless otherwise agreed between the Client and SQCM, these relations shall be governed by any applicable Cyprus laws and regulatory provisions and by the standard practice generally applicable and followed in Cyprus.

4. General

When providing investment services and ancillary services to Clients, SQCM shall take into consideration the content of the agreements between itself and its Clients (including these Terms and any special terms and conditions in place) and the information that has been provided to by its Clients.

This Agreement and all orders and Transactions are subject to Applicable Laws and Regulations so that:

- if there is any conflict between this Agreement and any Applicable Laws and Regulations, the latter will prevail;
- we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations;
- all Applicable Laws and Regulations and whatever we do or fail to do in order to comply with them will be binding on you;
- such actions that we take or fail to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable; and
- you agree to comply with all the Applicable Laws and Regulations.

This Agreement shall supersede any previous agreement, arrangement or understanding, whether written or oral, between us as to the basis on which we provide services to you. We may vary or amend the Agreement at any time upon notice to you, given or confirmed in writing (which variation or amendment shall be effective on the date specified in our notice or, if no date is specified, immediately) which may include displaying them on website or Electronic Trading Platform. Our services are provided subject to any disclosures or disclaimers found in this Agreement or within the website, online trading platform and account review facility (collectively, the Online Facility).

A current and definitive copy of this Agreement (as amended from time time) will be always available to you on the Online Facility.

You undertake (which is a type of contractually binding promise) to notify us immediately of any changes to any information you have provided to us in connection with this Agreement (including in relation to the Account Opening Form).

In entering into this Agreement, you authorize us or any agent acting on our behalf to investigate your identity or credit standing and to contact such banks, financial institutions and credit agencies as they or we shall deem appropriate to verify such information. You further authorize us or any agent to investigate any current and past investment activity, and in connection therewith, to contact such banks, brokers and others as we shall deem appropriate.

For the avoidance of doubt, as this Agreement is a distance contract, your electronic acceptance of the terms and conditions of this Agreement and your use or continued use of our services will be taken as your consent to be legally bound by this Agreement.

Absence of the right of withdrawal

Even if you may be qualified as a consumer under the Law on Distance Trading of Financial Services to Consumers of 2004 (Law 242 (I) / 2004), you are hereby informed that the financial instruments offered by Swissquote falls under the scope of the exemption of Article 11 of the said Law. Hence, as a client you are not entitled to the right of withdrawal. Nevertheless, this shall not jeopardize your right to proceed with the submission of a request for the termination of our business relationship and the closure of your account with us pursuant to the provisions of Clause 39 of this Agreement.

We may make any amendment to this Agreement and take any such action which we consider necessary as a result of any requirements or changes in the requirements of the Applicable Laws and Regulations or pursuant to a general or specific recommendation made by CySEC, or any other regulatory authority of relevance to the Services we provide to you. We shall use reasonable endeavours to give you notice of such actions and amendments to this Agreement which will be effected in accordance with the provisions of Clause 39.

5. Identification of Clients & AML Compliance

As part of the application process to open an Account the Client is required to provide Swissquote with proof of identity and proof of address, as a minimum.

Specifically, to be able to open an Account, the Client must provide the following information as a minimum:

- first name and surname, nationality, date and place of birth, marital status and (if applicable) official national identification number, Tax Identification Number (TIN);
- home address and contact details;
- employment status and job title; and
- Biometric data (in case of video onboarding).

Clients may be invited to prove their legal capacity, civil status and residency status.

A corporate or other legal entity must provide the following information as a minimum:

- its denomination;
- its legal form;
- the address of its registered office and, if different, a principal place of business;
- where appropriate, its official national identification number;
- a certified copy of their articles of incorporation;
- its identification/company number (as applicable);
- the list of members of its management bodies, beneficial owners etc.; If its management bodies is a legal person, the list of members of the management bodies of such entity;

- the list of those persons authorized to bind and represent it in its relations with third parties and provisions governing powers to bind the legal person and authorizing it to enter into a business relationship;
- the identity of its Beneficial Owner(s) and controlling persons, including TIN and national identifiers;
- the shareholder register and organization chart signed by the beneficial owners;
- identification if you act for your own account or for the account of other persons; and
- any other information we may lawfully request.

The country of residence or nationality (or that of the Beneficial Owner of the assets in your Account) may impact the regulations, rules, practices, treaties, agreements and/or conventions (including those applicable to tax) that may apply to the Services in foreign financial markets.

SQCM assumes no responsibility when verifying the accuracy or the completeness of the data presented by the Client. The Client shall immediately inform SQCM in writing of any changes to the information provided to SQCM according to Clause 36. SQCM shall not be deemed to have knowledge of any such changes prior to the receipt of such notification. The Client shall be liable for any damage caused by wrong, inaccurate, outdated or incomplete data and the Client waives any course of action against Swissquote in relation thereto. If SQCM has to verify the authenticity, validity and completeness of documents received from or handed out on the Client's behalf, or if SQCM has to translate them, then SQCM shall only be liable in case of gross negligence (*faute lourde*) or willful misconduct (*faute intentionnelle*) on its part.

We are required to comply with the provisions and requirements of the AML Law. You represent, warrant and undertake that you are now and will be at all times compliant with the provisions of the AML Law. In this respect it is noted that we may refuse to provide you with further explanations as to any action or refusal or failure to take any action. If a regulatory body or other authority makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly on demand supply all and any information requested in connection with the enquiry.

You specifically represent and warrant to us (to the extent applicable) the following:

- Where you are a legal person, you have made full and genuine disclosure of all your ultimate beneficial owners and of each person who maintains a synthetic, economic, direct or indirect interest in more than 25% (or another percentage that may be deemed appropriate in your circumstances) of your share capital or economic rights (including the economic rights to the transactions undertaken);
- You have provided, or you will provide, us with the information that will enable us to establish your identity, to understand your business, economic and risk profile, including your sources of funds and/or source wealth, and to identify (where you are a legal person) your beneficiaries and controlling persons, as required under the Applicable Laws and Regulations, as well as to determine the nature of your intentions while entering into this Agreement;
- Where you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder is a PEP, adequate disclosure of this fact has been made to us and, if during the term hereof, you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder becomes a PEP, you will notify us of such fact immediately;
- Neither you nor any of your associates, nor any of your or their directors, officers, employees, agents, or underlying clients is an individual or entity that is subject to any Sanctions, or is legally or beneficially owned or controlled by a person that is subject to any Sanctions;
- If any information provided in respect of yourself will be changed, you will immediately notify us of such change. You understand that your Account and any assets may be frozen or blocked at our sole discretion and any Services provided may be suspended;

- You will not use your Account on behalf of any third party and you agree and accept that your Account and any assets thereon may be frozen or blocked at the SQCM's sole discretion to the extent any such assets are held with, transferred or delivered to, us on behalf of a third party;
- All remittances in your Account result from bona fide economic activity which have been duly reported to the relevant tax authorities, and have not been obtained as a result of activities related with AML.

Where after the assessment of your knowledge and experience and the completion of the economic profile but before completion of the KYC process you deposit any funds to us, such funds may be placed on hold and frozen and you may not be able to use such funds to obtain our products and/or services until the KYC process is completed. We will immediately remit these funds to you, to the account from which they were remitted to us where as a result of our KYC process we cannot or do not wish, at our discretion, to provide investment services to you. We reserve the right and are entitled at any time and upon our sole discretion to restrict the offering of our services to certain jurisdictions and consider them as banned countries in terms of engagement with actual or prospective clients.

6. Product Governance

Under the requirements imposed by the CySEC in relation to Product Governance, SQCM has determined and identified the Positive and Negative Target Market for each of the asset class of CFDs products offered.

As part of the account opening procedure, you acknowledge that you should provide the necessary information to enable us to determine whether you fall within the identified Target Market of clients or not. Such information aims to evaluate whether your needs, characteristics and objectives are in line with the characteristics and risks of the complex and leveraged products offered by Swissquote.

If you provide us with incorrect or incomplete information required under Product Governance regime, you will adversely affect our ability to carry out correctly our obligation and thus, you may be allowed to enter into Transactions in Financial Instruments that should not be marketed and offered to you.

7. Key Information Documents

The KID is the document prepared by SQCM for the packaged retail and insurance-based investment products (the "PRIIPs") manufactured and sold by SQCM to Retail Clients. In accordance with the requirements of PRIIPs Regulation, the purpose of the KID is to provide Retail Clients with overview information on SQCM, the services offered as well as the nature, characteristics and risks involved in the trading of CFDs.

As the KID constitutes an overview of the risks involved, it is provided only for the purpose of helping Retail Clients to understand the nature, costs, risk and rewards of the relevant products and to help them to compare such products with other products of similar characteristics. The KID is provided to Retail Clients and it should be used for information purposes. The KIDs for the different underlying assets of CFDs are available on the Website. Please be informed that Retail Client has the right to receive the KID on paper. In this case, please contact us at support_sqcm@swissquote.com.

8. Client Categorization

This section shall be read in conjunction with our Client Categorization Policy, which is uploaded onto our Website. The Client acknowledges and accepts that he has read and accepted the "Client Categorization Policy" document, provided during the registration process.

In accordance with the provisions of MiFID II, SQCM will deal with the Client according to the type of categorisation of the Client as a Retail Client, Professional Client or Eligible Counterparty, with respect to the information provided to us during the account opening procedure. The three categories attempt to reflect both the Clients' level of knowledge and experience in the financial markets as well as their ability to understand and tolerate the risks emerging from their investment decisions so as to adopt appropriate measures suiting the characteristics of each category of Clients.

We shall treat you as a retail client for the purposes of the rules and guidance issued by the CySEC from time to time, unless we notify you that you are to be classified as a professional client. Your client classification may be subject to change at any time upon receipt of a notification from us.

As a Retail Client you will benefit from the regulatory protections afforded by Retail Clients under the Applicable Rules and Regulations, which is the highest level of protection. Under certain circumstances, you may wish to be classified into a different category. In such case, we will examine your request, which must be submitted in writing along with any documentation that is being requested.

The Client has the right to request to be treated as a Professional Counterparty by following the procedure as stated in our Client Categorisation Policy.

- a) The Client states in *writing* by sending an email to the address compliance_sqcm@swissquote.com and stating that he/she wish to be treated as a Professional Client either generally or in respect to a particular investment service or transaction or type of transaction or product;
- b) We must give the Client a clear warning of the protection and investor compensation rights he/she may lose;
- c) The Client has to state, in writing, in a separate document, that he/she is aware of the consequences of losing such protections.

9. Appropriateness Assessment

Pursuant to the Law, when providing investment services other than investment advice or portfolio management, CIFs are obliged to collect some information in order to assess the Client's knowledge and experience in the investment field relevant to the trading of CFD products. The purpose of the appropriateness assessment is to enable SQCM to assess your knowledge and experience relevant to its products and services in order to be in a position to reasonably determine whether complex Financial Instruments such as the CFDs are appropriate for you to invest in.

You hereby represent and warrant that you understand the purpose of the assessment of appropriateness and the importance of providing us with full and correct information for this purpose. You are warned and hereby accept, that if you provide incorrect or incomplete information regarding your knowledge and experience in the investment field, this will adversely affect our ability to carry out the appropriateness assessment correctly. The lack of the Client to provide answers to the questions required by SQCM will prevent us from assessing the client's knowledge and experience; therefore, we will not be in position to determine whether CFDs is appropriate for the Client.

Appropriateness Assessment - Professional Clients

If you are classified as a Professional Client, we are entitled under the Applicable Laws and Regulations to assume that you have the necessary experience and knowledge in order to understand the risks involved in relation to the Services or Transactions or types of Transactions or CFDs, and to make your own evaluation of the merits and risks of any Transaction you enter into. This is due to the fact that Professional Clients possess

the experience, knowledge and expertise to make their own investment decisions and properly assess the risks incurred.

Appropriateness Assessment - Retail Clients

If you are classified as a Retail Client, we are required by the Applicable Laws and Regulations to assess your knowledge and experience in trading in complex financial instruments such as CFDs in order to understand the risks involved and to assess whether such instruments are appropriate to you.

During the Account opening and registration stage you are required to provide information regarding your knowledge and experience, primarily with respect to trading in complex Financial Instruments such as CFDs, the types of services, transactions and financial instruments with you are familiar, the volume and frequency of your transactions in financial instruments and the period over which they have been carried out as well as information on your level of education, profession or former professions.

The information required to be obtained for the purposes of the appropriateness assessment is gathered by means of a standardised questionnaire or we may require answers to questions over a conversation with you. If SQCM considers, in its discretion, that the responses provided are insufficient or are inconsistent or conflicting, it may require further clarifications as to these responses.

As such, you should consider carefully any warning given to you as a result of making the appropriateness assessment. If you have any questions or require any further clarifications regarding the appropriateness assessment, you should contact us for such further assistance and clarifications, at support_sqcm@swissquote.com.

SQCM is entitled to rely on the information provided by the Client unless it is aware that the information is outdated, inaccurate or incomplete. SQCM reserves the right, at any time, to require from you to provide additional or other information for the purposes of the appropriateness assessment, even after it has confirmed successful completion of the appropriateness assessment. This may be done in respect of the following:

- a. to verify through supporting documentation your knowledge and experience in trading in the specific services offered;
- b. a change to your circumstances which has come to our attention;
- c. as part of any ongoing monitoring activity carried out by SQCM in compliance with Applicable Laws and Regulations;
- d. any other circumstances in which SQCM considers that it is reasonable or appropriate for such information to be gathered.

If the Client does not have the appropriate knowledge and experience, we may prevent the Client from trading complex products.

10. Conflicts of interest

All reasonable steps have been taken to identify potential situations of conflicts of interest that could arise between the Client and SQCM in the course of providing the Services (including by managers, employees, tied agents, or any person directly or indirectly linked to SQCM by control) or between the interests of one Client and another Client.

The Client acknowledges having been informed of the conflicts of interest policy that identifies, as far as investment services and activities are concerned, circumstances that may generate a conflict of interest such that the SQCM's interests may conflict with the Client's interests. This policy contains the procedure and

measures to be taken in view of managing these potential conflicts of interest. Nevertheless, the Client acknowledges and accepts that SQCM is not responsible for situations of conflicts that cannot reasonably be foreseen or detected.

The conflicts of interest policy is available to the Client through the Website. It is designed to inform the Client of the policy regarding conflicts of interest that could arise in the provision of services and substantially, it describes:

- a) Situations that could give rise to a conflict of interests;
- b) The system in place for identifying such situation; and
- c) The methods of management and resolution of such conflicts once they have arisen.

11. Risks associated when trading complex instruments

CFDs are derivatives other than options, futures, swaps or forward rate agreements, the purpose of which are to give the holders a long or short exposure to fluctuations in the price, level or value of an underlying currency pair, irrespective of whether it is traded on a trading venue, and that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event. The value and payment obligations of CFDs products depends on the price movement of the asset class the Client wishes to trade. Also, when You enter transactions in CFDs, You do not own the underlying investment, i.e. You do not hold any right or title of the underlying investment.

It is noted that CFDs are complex financial instruments, which carry a high level of risk for persons who do not possess sufficient knowledge and experience to enter into such transactions. CFDs trading is highly speculative, involves a significant risk of loss and is not appropriate for all Clients but only for those who:

- Understand and are willing to assume the economic, legal and other risks involved;
- Are experienced and knowledgeable about trading in derivatives and in underlying asset types; and
- Are financially able to assume losses significantly in excess of margin or deposits because Clients may lose the total value of the contract not just the margin or deposit.

CFDs and FX transactions are among the riskiest types of investments and can result in large losses. You represent, warrant and agree that you understand these risks, you are willing and able, financially and otherwise, to assume the risks of trading CFDs and that the loss of your entire account balance will not change your lifestyle. Prior entering into any transactions, you are required to read and understand the risks associated with CFDs trading, as analytically explained in the Risk Disclosure Statement available on our Website, which always must be read in conjunction with the Agreement. If something is unclear and You are unable to understand any part of such terms, You should contact us.

12. Unicity of accounts, set off and interrelationship of operations

All existing or future accounts held by a same Client, including any account in which the Client may have an interest, shall constitute, de facto, a single and indivisible account, in which the credit or debit position shall be determined only after conversion of the balances into a currency that is legal tender in Cyprus at the exchange rate of the day on which the Accounts are made up. This is the case whether the Client's Accounts are denominated in the same currency or in different currencies, whether of special or different nature, whether holding cash, whether at term or at call and whether bearing the same or different rates of interest. This rule does not apply to the Negative Balance Protection which is applied on a per account basis (see clause 20).

SQCM shall have the right, at any time and without notice or prior authorization, to offset the credit balance in one Account against the debit balance in another Account, irrespective of the nature of the Accounts and carrying out currency conversions for this purpose if necessary. All transactions that the Client carries out with

SQCM shall be interrelated. SQCM shall therefore be entitled to not perform its obligations if the Client fails to fulfil any one of the obligations incumbents upon them.

13. Cash Account & Joint Account

Cash Account

The Cash Account constitutes the hub for the management of the Client's trading activities such as investments in CFDs or FX instruments.

The Cash Account supports multiple sub-accounts, one for each of the different currencies supported by SQCM. This selection can be expanded by additional currencies or restricted in accordance with the Swissquote's offering and at its sole discretion.

Cash received into a Cash Account will be credited in the currency received by SQCM, where possible, and unless expressly instructed otherwise by the Client. If a client does not currently have a Cash Account in a currency supported by SQCM and receives cash intended for that Cash Account, then that currency will be created for the Client by SQCM on receipt of the cash. SQCM may allow Clients to settle and retain balances in some currencies, without transfers in or out of a Cash Account.

Notwithstanding the above, any incoming transfer of funds intended for a Cash Account which is not in a currency supported by that Cash Account will automatically be converted to EUR and will generate a foreign exchange transaction fee (to be communicated in advance), or be returned by SQCM at the Client's cost. SQCM shall credit and debit interest due in accordance with the schedule published on its website and any changes will be communicated to the Client by an appropriate Communication Method.

Accounts - general

The funding of the Cash Account may take place through a transfer order. The transfer order must be made from an Account held by the Client. In that respect, the Client has to be aware that the information mentioned in the communication box of any transfer order will be seen by the correspondent banks used during the transfer process and by the recipient of the transfer. The Account number and Account name must always be communicated on the transfer order. SQCM accepts neither cheques nor cash deposits.

Funds transferred will be automatically credited to the Account specified by the Client. Cash transferred out will be automatically debited from the Account specified by the Client, provided that sufficient cash is available for executing the transfer.

The acceptance of fund transfers through any means will be at the SQCM's sole discretion provided that we will at all times act in accordance with all Applicable Laws and Regulations. The Client shall be responsible for the monitoring of the balances of their Accounts, including cash sub-accounts. The Client can access their funds by instructing SQCM to initiate a transfer to an external bank account in their name. SQCM does not permit withdrawals by cheque or by cash.

14. Client Money Rules and Statement of Clients' Funds

Swissquote treats any funds received by the Client as Client's Funds in accordance with the provisions of the Applicable Laws and Regulations regarding holding clients' money. It is noted that funds belonging to the Client that will be used only for trading purposes will be kept in accounts with credit institutions pursuant to the Applicable Rules and Regulations. Swissquote shall not be obliged to pay any interest to the Client on any funds which it holds. The Client waives all rights to such interests.

Swissquote holds Client's money with authorised credit institutions in the Republic of Cyprus and the European Union, however it may also hold Client's money in a bank established outside the European Union, i.e. its associated company. 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, Clients' funds may be treated differently than if the funds were held with a bank in an account in Cyprus and the European Union. Swissquote will not be liable for the insolvency, acts or omissions of any third party referred to in this clause. Swissquote has exercised all due care, skill and diligence in the selection, appointment and periodic review of such credit institutions and payment service providers.

The Client's funds are kept in bank accounts denominated as Clients' funds and clearly segregated from the Swissquote's own funds. Funds deposited may be kept in one or more omnibus accounts with any authorised regulated credit institution which will be specified from time to time and will be held in the Swissquote's name denominated as Clients' funds. Swissquote may hold Clients' money in omnibus accounts with third party financial and credit institutions. In this respect, the Client is warned that there is a risk of loss emanating from the use of omnibus accounts in financial or credit institutions. Omnibus accounts may also hold other types of risks including legal, liquidation risk, haircut risk, third party risk etc.

Swissquote informs each Client for whom holds financial instruments or funds, with information about his/her balances and open positions through the Trading Account.

Given the nature of the business relationship, Swissquote will provide the Client with information on the amount of the assets held, i.e. financial instruments or funds, through the Trading Account. Upon Client request, Swissquote shall provide such statement more frequently at no cost, as it will be agreed with the Client.

In addition to the above, Swissquote Capital Markets Limited is a member of the Investor Compensation Fund (hereafter the "ICF") for Clients of CIFs under the requirements of the Law 87(I)/2017. As amended. The objective of the ICF is to secure any claims of the covered clients, i.e. Retail Clients, against members of the ICF. The main essence of the ICF is to compensate covered clients for any claims arising from the failure of a member of the ICF to fulfil its obligations towards its clients despite whether that obligation arises from the legislation, the client agreement or from wrongdoing on the part of the member of the ICF. The maximum limit of compensation coverage equals to 20.000EUR or 90% of the covered investor's claim whichever is lower.

15. TTCA Arrangements

This clause only applies to persons who have been classified as a professional or eligible counterparty client.

For the purposes of entering into a TTCA with you, SQCM will consider the appropriateness of using TTCA and its use in the context of the relationship between your obligations to us and the Client Assets subjected to TTCA by us, pursuant to the requirements of Part II of the Directive DI87-01.

You shall transfer to us absolute title to any funds transferred to us (including Margin) as required by us for the purpose of securing or covering your present or future, actual or contingent or prospective obligations to us (Title Transfer Funds). Any such Title Transfer Funds so transferred to us shall be transferred free and clear of any lien, pledge, claim, charge, encumbrance or other security interest whatsoever. As a result, we shall not be required to hold such Title Transfer Funds in accordance with the CySEC Rules on Client Money. Consequently, we shall not owe any fiduciary duties to you in respect of such Title Transfer Funds. Upon transfer to us, Title

Transfer Funds shall become our absolute property and you shall not retain any equity, right, title or interest in such Title Transfer Funds.

Subject to our rights under this Agreement and each transaction, we shall have a contractual obligation to repay you an amount of money equivalent to the Title Transfer Funds to which you may be entitled (or in our absolute discretion assets the value thereof) when it is no longer necessary for us to hold the Title Transfer Funds. Our repayment obligations shall be reduced to the extent that (i) we are entitled to apply such money, or set-off its repayment obligation, against any of your obligations to us, whether under any transaction, this Agreement or otherwise; and/or (ii) any market, intermediate broker, bank or other third party to whom we have transferred money as Margin in relation to transactions, fails (whether as a result of insolvency or otherwise) to return an equivalent amount of money to us. Unless we agree otherwise in writing, you shall not be entitled to receive interest on Title Transfer Funds.

We shall not be liable to you for the loss of any Title Transfer Funds which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, another broker, market, clearing organization, or similar entity. You may request a cancellation of the Title Transfer Funds arrangements in which case we may terminate the Agreement and an amount of money (or in our absolute discretion assets to the value thereof) equivalent to the Title Transfer Funds due to you will be returned to you.

You have the right to cancel the TTCA by giving a written advanced notice of ten (10) days to SQCM. The Notice can be provided by any acceptable durable means, including email at support_sqcm@swissquote.com. Any title transfer of assets may be terminated by Us at any time by notice to You and shall terminate in the event of termination of the Terms and Conditions.

TTCA is subject to the following warning: *"You are warned that Your assets under TTCA will cease to have any protections under, and will not be governed by, Client Assets Rules. As a result, You will have a credit risk exposure against Us"*.

16. Deposits

Prior the Client entering into any Transaction must proceed with the depositing of funds. The minimum deposit amount which must be standing to the credit of Client's Trading Account is USD1.000 or the relevant currency equivalent. Only deposits from an account with a credit institution or through payment service providers are accepted by SQCM and credited to the Client's Trading Account. Swissquote does not accept any cash deposits or deposits from third parties. When the Client transfers money to his/her Account, the time taken for the funds to appear on the relevant Account depends on the method used for transferring such funds.

SQCM has the right not to accept funds deposited by the Client and/ or to cancel his/her deposits and remit them back in the following circumstances:

- a) failure to provide any documents requested by Swissquote either for client identification purposes or for any other reason, including with respect to verifying the source of funds and/or wealth;
- b) if Swissquote suspects or has concerns that the submitted documents may be false or fake;
- c) failure to provide the Tax Identification Number ("TIN") or any other information required by SQCM to fulfill its obligations to CySEC or any other regulatory body;

- d) if Swissquote suspects that Client is involved in illegal or fraudulent activity or is engaged in abusive trading practices;
- e) if Swissquote has been informed that Client's credit or debit card (or any other payment method used) has been lost or stolen;
- f) where Swissquote considers that will be a chargeback risk;
- g) where Swissquote is not able to identify the Client as an original remitter of the funds or where is unable to return the funds to the same source of payment.

In case of cancelled deposits, and if there is not an actual or potential confiscation or freezing of Client's funds by a regulatory supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, Client's funds will be returned to the account that have been initially received from. Swissquote will process all remittances within one (1) Business Day of receipt of these requests. Clients shall be aware, however, that the actual time of processing may vary between the payment methods and processing time of any past deposits is not indicative and cannot guarantee that any subsequent deposits would be processed in the similar timeframe.

17. Withdrawal of funds

Subject to the terms of this Agreement, the Client has the right to withdraw funds from his/her Trading Account provided that such funds are not being utilised for Margin purposes. Swissquote reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions such as the margin requirements, missing KYC documents or any other information (e.g TIN).

Particular, the withdrawal of funds is subject to the Swissquote's margin requirements as well as its right to require additional information or documentation prior to releasing funds from the Client's Trading Account, in compliance with the provisions of the Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2021, as amended from time to time. In the event where Swissquote is not fully satisfied with the documentation provided in relation to the withdrawal request, then it can request for additional documentation. If the Client fails to provide satisfactory documents, Swissquote reserves the right to cancel clients' requests.

Once the Client's withdrawal request is approved, it will be processed and sent for execution to the same bank, credit card or other source from which the funds were debited. Note that some banks and credit card firms may take time to process payments especially in currencies where a correspondent bank is involved in the transaction. Swissquote shall have no liability for delays caused by such third parties. In respect of foreign exchange transactions, foreign exchange rates may vary between transaction order and execution time and the total value of the transaction may therefore be affected. The details of any transaction concerning the Client's Cash Account will be detailed on the secure pages of the Website.

Any credit granted to clients, for the purposes of facilitating the trading activity, shall not be available for withdrawal, unless the actual funds are received in Swissquote Clients' bank accounts.

The Client should tell SQCM if payments have to be made within a time limit or if a delay in the fulfilment of such orders may cause loss. These payment instructions must, however, always be provided sufficiently in advance and are subject to the usual execution terms and conditions. In such cases, our liability shall be limited to the loss of interest resulting from the delay. Interest will be calculated at the applicable legal rate. If no such advice has been given, Swissquote shall only be liable for losses caused by its gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle*).

18. Costs and Charges

Costs and Charges applicable to your account will be provided to you in good faith, agreed with you before entering into any transaction and will be shown on the statement available in the Trading Account.

The Client acknowledges the right SQCM has, to debit their Account with commissions, expenses, charges and other amounts that the Client may owe SQCM, as well as any expenses incurred or risked in the Client's interest by SQCM in the course of providing the Services in accordance with our Commissions and Fees Schedule that is communicated to the Client on the Swissquote's website (www.swissquote.cy) or by means of any other durable medium. Changes in the Commissions and Fees Schedule may be notified to the Client in accordance with Clause 38 (Amendments) of these Terms.

SQCM is in a position to provide you with an itemised breakdown of costs and charges upon your request. The respective request should be addressed to the Customer Support Department.

The following fees are applicable when trading CFDs on the available Underlying Assets:

- a) **Spread:** The spread is the difference between the buy price and the sell price that we quote on our trading platform and is payable on opening and closing a contract. You could pay more or less depending on the spread rates at the time of contract. No other charges or commissions are paid. Our spreads are set at our absolute discretion and any changes are effective immediately. All the spreads are variable and are charged automatically once the position opens. The spreads charged differ across account types. The minimum spreads can be found in the Forex Product Guide on our website.
- b) **Overnight holding costs/swaps:** Where you hold a position overnight, an overnight holding cost may be debited or credited to your account based on financing rates. Swissquote applies a triple swap on Wednesday 23:00 CET to account for weekend rollovers. There are some exceptions to this rule:
 - Triple swap rollovers will be applied Thursday 23:00 CET for USDCAD, USDTRY and USDRUB.
 - Triple swap rollovers will be applied Friday 23:00 CET for LCOUSD, NGCUSD, OILUSD.
- c) **Commission:** Applicable only for CFDs Forward contracts on stock indices, commodities and bonds. A commission is charged each time you enter a trade.
- d) **Currency conversion rates:** A currency conversion fee may be charged where your trades are denominated in a currency other than the base currency of your account. Investing in financial instruments with an Underlying Asset listed in a currency other than your base currency entails a currency risk as the financial instrument is settled in a currency other than your base currency and hence the value of your return may be affected by its conversion into the base currency.

In addition to the above, no withdrawal or inactivity fees are charged by SQCM. In case any withdrawal fees are deducted from the amount withdrawn, these may have applied from the payment method used. SQCM does not cover such costs/fees and it is the clients' responsibility to check if there any such fees.

The Client shall bear the cost incurred in respect of dispatch of mail, telecommunication and research fees as well as charges SQCM may incur in legal and administrative actions against the Client. The provision of Services by SQCM is subject to the payment of costs, fees, commissions, charges, taxes, etc.

The Client shall pay to SQCM all taxes and duties paid by SQCM or for which SQCM may be held liable or which are from time to time charged by Cyprus or foreign authorities and which relate to transactions executed by SQCM in its relationship with the Client.

Should the Commissions and Fees Schedule not detail the rate for a transaction or order that the Client wishes to execute then the Client should first contact the Customer Support Department to check the correct rate before giving the order or concluding the transaction. In all cases it is assumed that the Client has apprised

themselves of and accepted SQCM's rates for executing the order and/or transaction. Fees are declared net of tax and tax will be added if applicable.

SQCM shall provide the total price to be paid by the Client in connection with the Services, including all related fees, commissions, charges and expenses, and all taxes payable or, if an exact price cannot be indicated, the basis for the calculation of the total price so that the Client can verify it.

19. Inducements

We are obliged to act honestly, fairly and professionally in accordance with your best interest. Under inducement rules, we will not pay to or accept from any party any fee or commission in connection with the provision of an investment service or an ancillary service unless these payments and/or benefit meet certain criteria as defined in the Applicable Laws and Regulations. Similarly, we will not provide to or receive from any party (other than you) any non-monetary benefit in connection the provision of investment service or an ancillary service.

By way of derogation of the above, in case where the fee, commission or non-monetary benefit was designed to enhance the quality of the relevant service to the client and does not impair compliance with our duty to act honestly, fairly and professionally for your best interest, we may pay, provide, accept or receive a fee, commission or non-monetary benefit. In such a case, we will clearly disclose to you. The information to be disclosed includes, **inter alia**, the existence, nature and amount of the payment or benefit, whether we accept minor non-monetary benefits, ongoing inducements, the methodology of calculation of such amounts if not known from the beginning.

In promoting and marketing its services, SQCM may engage affiliates or introducing brokers which are paid on a Cost Per Acquisition (CPA) scheme or Cost Per Lead (CPL) respectively. Additional details regarding the calculation methods in respect of arrangements reached with third parties are available upon request. The activities of such affiliates and introducing brokers are solely to introduce you as potential client. They are not permitted to offer any form of investment advice, legal advice, inducement, recommendation or portfolio management to you or to handle any of your funds or cash. In addition, such persons are not allowed to have direct communication with the Client; hence, you shall not provide the login details in the Electronic Trading Platform to any such persons.

Swissquote Bank SA may also receive, for its own account, fees, commissions and benefits from third parties when SQCM distributes investment products. These fees, commissions or benefits depend on a variety of factors, such as the asset class, how frequent the calculation, the rates stipulated in the distribution contract etc. This amount is received periodically in arrears. The Client may at any time request more detailed information regarding the nature and amount of the fees, commissions and benefits received. If the amount cannot be determined, the calculation method will be given.

20. Product Intervention Measures

As a Retail Client you enjoy the greatest protection with rules and regulations imposed by CySEC and the ESMA. Such rules have been designed to ensure you are given every opportunity and assistance when trading in financial markets. The product intervention measures set by SQCM which relate to the execution of transactions relate to the following:

Negative Balance Protection

Swissquote provides its Retail clients with Negative Balance Protection. In particular, the Client's losses will never exceed the Equity per Trading Account. The negative balance protection limits the maximum losses that a Retail Client could have. In this respect, You can never lose more than the total sum invested for trading in CFDs.

Leverage Limits

The main feature of CFDs trading is their ability to operate on leverage. In general, whilst leverage can increase the possible profit for clients, it can also increase the possible losses.

The Cyprus Product Intervention Measures applicable to Retail Clients, introduced leverage limits on the opening of a position from 30:1 to 2:1, which vary according to the volatility of the Underlying Asset, and particularly:

- 30:1 for major currency pairs;
- 20:1 for non-major currency pairs, gold and major indices;
- 10:1 for commodities other than gold and non-major equity indices;
- 5:1 for individual equities and other reference values; and
- 2:1 for cryptocurrencies.

The above measures will apply in the case where the Client is a resident of Cyprus or a Member State where the National Competent Authority of that Member State has not introduced National Product Intervention Measures.

Swissquote will ensure that product intervention measures in relation to the leverage limits determined by Member States which introduced different national measures, are implemented. The leverage limits applicable to Retail Clients are available onto Website.

It is noted that by default Professional Clients or Elective Professional Clients are able to trade with higher leverage since Swissquote allows for the possibility to select a higher level of leverage depending on the Underlying Asset. More details on the specific leverage limits set by Swissquote in respect to Professional Clients are available onto the Website.

Margin Close out Rule

The Client shall provide and maintain margin in accordance with the terms of the Agreement to secure their obligations to SQCM and satisfy the provisions of the Applicable Laws and Regulations. The margin shall be paid in a currency acceptable by SQCM and such margin deposits will be treated as Client's funds in accordance with the terms of this Agreement and the provisions of the applicable legal framework. It is the Client's responsibility to understand the margin requirement mechanisms. Margin shall be provided in the form of cash or such other forms as we may agree or accept.

The Client needs to continuously monitor any open positions in his/her account, in order to avoid being closed due to unavailability of funds and Swissquote is under no obligation to make calls for margin. Swissquote will endeavour to notify the Client, as soon as it is reasonably practicable, on the amount of any margin payment required, for the Client's convenience. It is the Client's responsibility to notify Swissquote in case the Client is unable to meet a margin requirement. If you fail to provide Margin to us in the required time, we may automatically close out some or all of your open positions.

In accordance with the Applicable Laws and Regulations regarding the restriction on the marketing, distribution or sale of CFDs, Swissquote offers clients with margin close-out protection. In particular, margin close-out protection means the closure of one or more of a Retail Client's open CFDs when the sum of funds in the CFD

trading account and the unrealised net profits of all open CFDs connected to that account falls to less than 50% of the total initial margin protection for all those open CFDs.

For Professional Clients the margin close out rule is at the level of 30%.

21. Execution of Clients Orders

Order Execution Policy

When executing, transmitting or placing orders, Swissquote shall act honestly, fairly and professionally in accordance with the best interest of the Clients, take all sufficient steps to obtain the best possible result for the Clients, taking into account various criteria such as price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order. Swissquote has established an Order Execution Policy to that effect, and documents containing details on this Policy and order execution are available on the Website. By submitting an order for execution, the Client shall be deemed to have agreed to the Order Execution Policy.

Client Instructions for Opening and Closing of Transactions

SQCM will only accept order instructions via the Website, over the telephone or through the Trading App. This is because these are secure Communication Methods. Order instructions will not be accepted by fax or e-mail or online chats. The Client shall be responsible for any error in communication or comprehension which results from the use of the Communication Method. SQCM may refuse to execute an order, or may suspend such execution, if the Client fails to execute any obligation owed to SQCM. When SQCM receives an order, it will use all reasonable endeavours to carry it out.

In the case where you are a legal person, you are obliged to obtain a Legal Entity Identifier (hereafter the "LEI") from an appropriate authority duly licensed to provide legal entity identifiers. In the case where the LEI cannot be provided, the Client will not be able to open any transactions.

It is your responsibility to ensure that you understand the effect of an Order which you place on your open positions (i.e. whether the Order increases or reduces your exposure under an existing position or whether you are opening a new position or closing an existing position). Where Swissquote will accept an Order, will do so on a "first in first out" basis depending on the sequence in which orders are placed.

You may only open a position during the trading hours of the market of the Underlying Asset of the CFDs and subject to the relevant Market being made available by Swissquote for trading and any trading limits and any minimum/ maximum trade sizes which we may impose in accordance with the provisions of this Agreement and Order Execution Policy. You will not be able to place Orders outside of the hours in which the relevant market is open for trading, unless Swissquote advise you accordingly and based on the terms and conditions it may set in such cases.

Swissquote may restrict or suspend or cancel your ability to trade for the purposes of preventing a breach of the Applicable Laws and Regulations or the terms specified herein, where you do not have sufficient funds or Margin for effecting the relevant Transaction or where to allow you to proceed with a relevant trade would result in a breach of any trading limits which Swissquote may have imposed pursuant to the provisions of this Agreement. It is noted that Swissquote is not under any obligation to and shall not check whether any assumptions made by you in making a trade are correct as at the time at which the trade is made.

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

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

Types of Orders

The types of orders accepted by Swissquote on all its Electronic Trading Platforms are set out in the Order Execution Policy, as may be amended from time to time and its Website. Any updates to the Order Execution Policy shall be communicated to the Client via the durable mediums, as defined in the Agreement. It is your sole responsibility to clearly indicate the terms of an order when entered, whether it is a market order, limit order, stop loss order or any other type of order, including the relevant Price and Lot Size.

Pending Orders which will not be executed and shall remain effective for 30 days. The Client's Order shall be valid and in accordance with the type and time of the given Order, as specified. The validity time of all pending orders (Buy Limit, Buy Stop, Sell Limit, Sell Stop) will be 30 days. All pending orders will be cancelled automatically after validity period of 30 days.

General Rules When Executing Clients' Orders

Swissquote shall ensure that orders executed on behalf of Clients are promptly and accurately recorded and allocated relative to other Client orders or the Swissquote's trading interests. Where Swissquote is responsible for overseeing or arranging the settlement of an executed order, it will take all sufficient steps to ensure that any assets received for purposes of settlement are promptly and correctly credited to the Account of the appropriate Client.

Swissquote reserves the right to postpone the execution of an instruction and to demand fuller information or even written confirmation if it considers the instruction to be incomplete, ambiguous or lacking sufficient proof of authenticity. Swissquote shall not be liable for any losses in connection with delayed or late execution, unless the Client has specially informed Swissquote of the deadline by which the order must be executed. If the Client sends Swissquote a written communication to confirm or amend an instruction that is in the course of being executed without specifying that it is a confirmation or amendment, Swissquote shall be entitled to regard this communication as a new instruction in addition to the first. We will not be liable for any errors or omissions as a result of the execution of erroneous, inaccurate or incomplete orders.

Following the submission of an order, it is your sole responsibility to remain available for order confirmations available in the Trading Platforms, and other communications regarding your account and orders until all your open orders are completed. Thereafter, you must monitor your Trading Account frequently when you have open positions in the Trading Account. Proof of order execution is adequately established by the transaction's record in the statement of account.

You acknowledge that, several factors may lead to a sharp movement in price between receipt of your order and execution ("Price Slippage" or "Market Gapping") and such movement may be to your advantage or to your disadvantage. You acknowledge that Price Slippage and Market Gapping may occur as a result of various factors which may be beyond our control, including market data latency, sudden changes in the market, the speed of your internet connection and high market volatility. Whilst we shall act in accordance with our obligations under the Applicable Laws and Regulations at all times in the execution of your orders, in the case of Price Slippage or Market Gapping occurring, your order may not be executed at the proposed execution price. It may be executed at a price which is much worse. In such cases, orders will be executed at our Price, based on the first price which we are able to obtain on the underlying Financial Instrument.

We will take such steps as are reasonable in the circumstances in order to avoid or mitigate the effects of Price Slippage and Market Gapping, as described further in our Order Execution Policy. We shall not seek to obtain unfair advantage of such Price Slippage or Market Gapping or allocate losses resulting from slippage between our own position and the positions of our customers, in a way which is disproportional or abusive. In this respect we shall at all times act in accordance with our obligations under the Applicable Laws and Regulations, and particularly our obligations in relation to execution of your orders and conflicts of interest.

Corporate Actions

Corporate Actions can have an impact on the price of the Underlying Assets and thus on the price of their corresponding CFDs in which Swissquote provides its Prices. A Client who performs a transaction in a CFD has no ownership of the Underlying Asset. However, in the event of a Corporate Action on the Underlying Asset of a CFD, Swissquote shall make the relevant adjustments in the Account to reflect the economic effect of the Corporate Action on the price of the CFD. This can be done through a cash adjustment and/or a position adjustment in the Account before or after the date set for the Corporate Action.

If a Corporate Action occurs in relation to an Underlying Asset which is underlying any CFD open position, or any Insolvency Event occurs in relation to any issuer of an Underlying Asset to which any of Client's open CFD positions relate to, Swissquote may exercise any of the following rights, provided that in doing so it shall act reasonably and shall use its reasonable efforts to preserve the value of Client's open positions or orders:

- Change its Prices;
- Change any trading limits which SQCM may have in place;
- Change the opening Price, opening stake or opening size of any position;
- Close any open positions which Client may have at SQCM's Price;
- Freeze the Account including the opening or closing of any or all affected positions and suspend any trading activity between SQCM until the relevant adjustments are performed;
- Set the CFD of which its Underlying Asset is subject to the Corporate Action on a close-only mode, in which case no new positions may be opened; and
- Make the relevant adjustments in Client's Account to restore the Account's Transactions in the Underlying Assets which were (post the Effective Date) or are to be (prior to the Effective Date) affected by a Corporate Action. Such adjustments shall be executed at the then-current market prices which may be different than the Prices at which the original Transactions were executed.

Rectification of errors

The Client shall notify Swissquote of any error(s) contained in trade confirmations, statements of account and other documents provided to the Client. Unless a written complaint is lodged within 10 (ten) days of dispatch of the documents and statements of account, the information contained therein is deemed correct, excepting any obvious material error, and the Client shall be deemed to have approved the documents and statements in question.

When Swissquote has erroneously debited or credited the Client's Account, it will, on request, make immediate efforts to trace the payment transaction and notify the Client of the outcome. Swissquote will immediately rectify the material error caused by crediting or debiting the Account by the corresponding amount without charge.

Refusal to Execute Client's Orders

Swissquote 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:

- If Swissquote 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;

- If the Client does not have sufficient available funds deposited with Swissquote or in his/her bank account to pay the purchase price of the order along with the respective fees and commissions necessary to carry out the transaction in the Trading Platform. In the event that Swissquote refuse to execute an order, such refusal will not affect any obligation which the Client may have towards Swissquote or any right which Swissquote may have against the Client or his/her assets;
- In certain limited cases, such as the occurrence of a Force Majeure Event or other cases where such data is temporarily not available (e.g. where prices on the Underlying Assets are not available or Orders are placed outside of Business Hours, or at times where sharp movements in the market make it difficult to determine relevant market prices, or where Client's orders are placed outside of the relevant trading hours of the Underlying Asset and Swissquote's Business Hours), Swissquote may diverge from the process for Price determination set out in this Agreement.

22. MiFIR Transaction Reporting

In accordance with MiFIR, SQCM is obliged to report transactions on financial instruments that are admitted for Trading on a Trading Venue ("ToTV") or for which a request for admission to trading has been made, financial instruments where the underlying is a financial instrument ToTV; and financial instruments where the underlying is an index or a basket composed of financial instruments ToTV.

In this respect, you are irrevocably authorise us to report all of your reportable transactions to the CySEC. For the purposes of facilitating Transaction Reporting, you should provide us, among other, with the following supporting documentation, in an acceptable by us format:

- Natural Person:** Depending on the country of your residence, you should provide us with such supporting documentation as required by the Annex II of the Delegated Regulation (EU) 2017/590 regarding national client identifiers for natural persons to be used in transaction reports, including but not limited to the passport number or identity card number or concatenation (CONCAT) number.
- Legal Person:** You should provide us with the LEI, the 20-digit, alphanumeric code that enables clear and unique identification of legal entities participating in financial transactions. It is emphasized that we will not be in a position to provide a service triggering the obligation for us to submit a transaction report for a transaction entered into on your behalf, prior obtaining the LEI from your side. Failure to renew your LEI on an annual basis will result to the termination of this Agreement.

You should also provide us with any additional information and/or supporting documentation may be requested from time to time, required under MiFIR or any other applicable laws and regulations, in order to comply with our reporting obligation.

23. EMIR

Each party acknowledges that pursuant to EMIR reporting purposes, disclosures will be made in respect to the Transactions carried out through your Trading Account, including personal data to the trade repository registered or recognized in accordance with EMIR or to any third party which we may outsource the relevant reporting. Clients which are legal persons are responsible to provide us with the LEI number for reporting purposes. Failure to provide or renew the LEI on an annual basis will result to the termination of this Agreement. Swissquote will only report the Transactions it directly accepts.

24. Investor Compensation Fund

SQCM participates in the Investor Compensation Fund ("ICF") for clients of Investment Firms regulated in the Republic of Cyprus. The main essence of the ICF is to compensate covered clients for any claims arising from the failure of a member of the ICF to fulfil its obligations towards its clients despite whether that obligation arises from the legislation, the client agreement or from wrongdoing on the part of the member of the ICF. You will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim. The maximum limit of compensation coverage equals to 20.000EUR or 90% of the covered investor's claim whichever is lower.

25. Client Complaints

The clients wishing to submit a complaint as a result of their dissatisfaction with the investment and/or ancillary services offered are advised to complete and submit the Official Complaint Form available in Annex 1 of the Complaints Handling Policy, which is available on our website. The completed Complaint Form shall be submitted via email to complaints_sqcm@swissquote.com or via post to Swissquote Capital Markets Cyprus Limited at the address 42 Spirou Kyprianou, Emerald House, Floor 1, 3076, Limassol, Cyprus.

In addition, you can send full details of your complaint by email to complaints_sqcm@swissquote.com. When submitting your complaint, please ensure that the full name is given, along with information about the trading account number, full description of the complaint (including dates), the claimed amount and any correspondence exchanged with the personnel.

Swissquote will confirm, within five (5) days, the receipt of the complaint to the complainant. A unique reference number (URN) will be given via e-mail in your registered email address. The unique reference number shall be used for all future communication in relation to the matter between you, as a complainant, and SQCM and/or the Financial Ombudsman (if applicable).

It is further noted that a representative of Swissquote may contact you directly in order to obtain further clarifications, information and/or documentation in relation to your complaint. The complainant's cooperation is required for the prompt handling of the relevant 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 and within the bounds of our mandate. In case Swissquote is unable to respond within two months, you will be issued a holding response (in writing or other durable medium) where you will be informed of the reason/s for the delay and the period of time necessary to complete the investigation. This period of time cannot exceed three (3) months from the submission of the Complaint.

In the event where the final outcome/decision of the complaint's investigation does not fully satisfy your demands, you may contact the [Financial Ombudsman](#) (the "FO") of the Republic of Cyprus within four (4) months upon receipt of the Swissquote's final response on the respective complaint.

26. Tax

Tax compliance

It is the responsibility of the Client to comply with all tax obligations (declarations and payment of taxes) and laws that apply to them on account of their nationality or place of residence. The Client must ensure that any instruction or order transmitted to Swissquote for execution also complies with such tax laws. Swissquote is not required to verify the existence of or compliance with any such rules and shall not be held liable in the event the Client fails to comply with the tax laws.

In case any transfer taxes or registration duties or financial taxes or any type of duties are applicable to the operations carried out by the Client, they will be solely responsible for the settlement of those taxes.

The Client acknowledges that any sum potentially deducted by Swissquote in the frame of the execution of a transaction and/or otherwise deducted on their behalf, will be automatically debited from their Cash Account without their prior consent. In case the Cash Account is already closed, the Client will still be obliged to reimburse those sums and Swissquote can exercise the right to recover such sums within the limits and conditions allowed by the law.

If the Client does not comply with their tax obligations, the Client shall bear sole liability for all the resulting consequences, including possible financial or criminal penalties, and Swissquote shall not bear any liability in that respect. The same obligations shall be owed by the beneficial owner(s) of any account held in the Swissquote's books. The Client also accepts to provide Swissquote with relevant confirmation and supporting evidence of compliance with their tax obligations. Swissquote cannot be held liable for any consequences that may result from such information being incorrect or outdated.

Swissquote reserves the right to terminate, at its sole discretion, the business relationship if Swissquote has any reason to believe that such information is incorrect or outdated and the Client does not promptly provide, to the satisfaction of Swissquote, sufficient information to rectify the situation. If the Client has any doubts about their tax obligations, they are invited to consult their own tax or legal advisor to assist in such matters, as Swissquote will not provide any tax or legal advice.

Withholding tax

Certain taxes may apply to financial operations executed by Swissquote on a Client's behalf, depending on their country of residence or nationality and/or the issuer of the Securities and/or the financial market on which the financial operations are executed. Swissquote shall debit and/or withhold, without a Client's prior authorization, any such tax due in accordance with all relevant laws.

The Client undertakes to provide Swissquote within a reasonable period of time or within the deadline indicated by Swissquote, with any written confirmation and other document that Swissquote may deem necessary in this respect. An incomplete or incorrect or delayed answer can lead to penalties and/or increased withholding tax that will be borne by the Client.

Except as otherwise provided by the law, Swissquote will not be responsible for the failure to impose or the failure to correctly impose any withholding taxes.

Residence for Tax Purposes

On 21 July 2014, the Organization for Economic Co-operation and Development (OECD) released a Standard for Automatic Exchange of Financial Trading account Information in Tax Matters (the "Standard"). The Standard and its current and future related international and national laws (collectively, AEOI Regulations) call on governments that have signed at least one competent authority agreement or comparable automatic exchange of tax information agreement ("Reporting Jurisdictions") (a) to obtain, from their financial institutions, detailed trading account information and (b) to have their respective competent authorities exchange that information automatically with other Reporting Jurisdictions on an annual basis.

Since Cyprus is a Reporting Jurisdiction, Swissquote, as a Cypriot financial institution, may need to report some financial trading account information to the Cyprus tax authority.

In the above-mentioned context, and as part of the trading account opening process, the Client: (a) confirms their residence(s) for tax purposes; (b) provides Swissquote with one or more valid Taxpayer Identification Number(s) (the "TIN(s)") or any other high integrity number(s) with an equivalent level of identification, and (c) provides Swissquote with their date of birth. Failure to provide such information will result in your trading and cash account to be blocked.

In addition, where the Client must be regarded as an entity, the Client:

(a) confirms its status as a financial institution (FI) or as a non-financial entity (NFE), and (b) ensures the provision of the residence(s) for tax purposes, TINs and date of birth of every controlling person (as defined by the AEOI Regulations and provided that the entity must be regarded as having one or more controlling person(s) pursuant to the AEOI Regulations).

The Client understands that Swissquote may be required to report the Client's information and, where relevant, information on the Client's Controlling Persons (including, but not limited to, name, address and date of birth) as well as the Client's trading account(s) information (including, but not limited to, balance, interest, dividends and sales proceeds from financial assets) to the Cyprus tax authority. The Client understands that the Cyprus tax authority may then pass on such information to the tax authorities of each Reporting Jurisdiction, if any, for which the Client is regarded, as a resident for tax purposes.

By agreeing to the Terms and Conditions, the Clients hereby acknowledges that such information may be reported to the Cyprus tax authority, provided that Swissquote, in its absolute discretion, determines that such information must be reported.

The Client shall inform Swissquote immediately of any change to their residence(s) for tax purposes, TIN(s) or of any other relevant change in circumstances. In such event, the Client shall provide Swissquote, in due time, with any documentation that Swissquote can reasonably expect in order to comply with the applicable laws. The Client understands that, where the information provided to Swissquote is inaccurate or incomplete, Swissquote may need to report the Client as being resident for tax purposes in more than one Reporting Jurisdiction. The Client understands that if they give Swissquote incorrect information, be it intentionally or negligently, the Client may incur a fine imposed by any competent authority.

In complying with the above, the Client may need to refer to a tax advisor and/or to sources publicly available. Without prejudice to the above, the Client may also qualify as a U.S. person. This section must therefore be read in conjunction with the next section: "Declaration of "Non-US Person" or "US Person" Status".

Declaration of "Non-US Person" or "US Person" Status

Swissquote has entered into a so-called "Qualified Intermediary" ("QI") Agreement and Swissquote shall comply with the Agreement between the Government of the United States of America (USA) and Cyprus to improve international tax compliance and to implement the USA law known as the Foreign Account Tax Compliance Act (collectively, with the above-mentioned agreement, the FATCA Regulations).

In the above-mentioned context, the Client has confirmed that:

- i. the Client is a "non-US person", i.e., the Client is not a US citizen (be it by single, dual or multiple nationalities), does not have a "resident alien" status (for example the Client is not holding a "Green Card" and has not been a long-term resident in the USA in the current year and the previous two years), has not been created, registered or incorporated in the USA and is not a US person for any other reason. Further, the Client confirms that the Client is the beneficial owner of the financial instruments held and the income generated therewith in accordance with US tax law. In the event of an existing double taxation treaty between the USA and the country of residence of the Client, the Client asks for and Swissquote grants the Client, in principle, a reduction of the US withholding tax on income of US origin.

In such a case, and depending on the circumstances, Swissquote is entitled to ask for additional documentation. Swissquote is also entitled to ask for further documentation if US indicia are identified;

OR

- ii. the Client is a "US person", i.e., the Client is a US citizen (be it by single, dual or multiple nationalities), the Client has a "resident alien" status (for example because the Client is holding a "Green Card" or has been a long-term resident in the USA in the current year and the previous two years), has been created, registered or incorporated in the USA and/or is a US person for any other reason. Further, the Client confirms that he/she is the beneficial owner of the financial instruments held and the income generated therewith in accordance with US tax law. If the Client is or becomes a US person, the FATCA Regulations require that the Client provides Swissquote with a Form W-9. By providing Swissquote with a Form W-9, the Client accepts that Swissquote shall provide the US tax authorities ("IRS"), directly or indirectly via the Cypriot tax authority, Swissquote's withholding agents and custodians, or any related parties, with confidential and personal information about the Client and the Client's trading accounts with Swissquote, such as the Client's identity, name and address, Tax Identification Number ("TIN"), the trading account number, the trading account value and income and gains as well as documents such as IRS forms. The Client hereby irrevocably consents to such disclosure and fully releases Swissquote from its obligations of confidentiality and/or data protection under the laws of Cyprus or any other applicable law(s) which might otherwise preclude the disclosure of such information ("Consent to disclose").
- iii. In the case where the Client is not the beneficial owner of the financial instruments held and the income generated therewith in accordance with US tax law, the Client shall inform Swissquote and communicate the details about the beneficial owner. The Client shall inform Swissquote immediately of any change to the Client's "non-US person" status. In such event, the FATCA Regulations require that the Client provides Swissquote with a Form W-9 within 90 days and the above Consent to disclose shall apply in full force upon the receipt of the Form W-9. If no Form W-9 is provided, the Client will be treated as a recalcitrant trading account holder with all the related consequences pursuant to FATCA Regulations, including a 30% withholding of any US source income.

Common Reporting Standards

The Cypriot Government has and will be committing to a number of inter-governmental agreements for the automatic exchange of financial account information developed by the OECD, known as Common Reporting Standard (CRS) to share tax information, where applicable, with the tax authorities in other jurisdictions.

The requirement to collect certain information about each Client's tax arrangement is part of the Cypriot legislation thus Swissquote is legally obliged to collect it. All Clients are requested to disclose their tax ID (where applicable) and tax residencies since this information will be reported to the relevant tax authorities, when required. Swissquote has the right to provide such information to the local tax authorities which may exchange this information with tax authorities of other jurisdictions pursuant to the intergovernmental agreements relevant to the exchange of financial account information.

Furthermore, Swissquote does not provide tax advice to its Clients, and therefore if you have any questions about determining your tax residence in any particular country, please contact your tax adviser or the local tax authority. In regard to the declaration of tax residency, please note that according to the requirements for the validity of self-certification of the standard for automatic exchange of Financial Account information in tax matter by the account holder.

Swissquote may at any time be required under the provisions of Applicable Laws and Regulations, to provide information about you or your Tax position to any regulatory body or authority located within Cyprus or abroad. You hereby consent to Swissquote providing such information about you in these circumstances.

27. Personal Information

Data controller

The Client acknowledges, and in certain cases described hereafter, consents to the processing and storage of personal data (including but not limited to name, nationality, address, contact details, date and place of birth and any other personal data contained in the information listed in our Privacy Policy) relating to them or, as the case may be, to any Related Individual, by Swissquote as data controller within the meaning and in accordance with applicable data protection law in Cyprus.

The contact details of the data protection officer are the following:

Swissquote Capital Markets Limited
Data Protection Officer
Spyrou Kyprianou 42, Emerald House, 3076, Limassol, Cyprus
Email: dpo_sqcm@swissquote.com

Swissquote may process personal data provided to it by its Clients or any Related Individual, or collected in the context of these Terms including when the Clients or any Related Individual use the products or services (including the Trading Apps).

Purposes of data processing

Personal data may be processed where such processing is necessary:

- for the performance of contractual obligations towards the Client, including for relationship management, managing accounts and credits, providing products and services, transmitting or executing payment instructions and transactions;
- for compliance with legal obligations, including compliance with applicable commercial law and laws on anti-money laundering and counter terrorist financing, rules on shareholder rights, MiFIR, EMIR, tax identification and reporting (where appropriate) notably under Qualified Intermediary, FATCA and AEOI Regulations and any other exchange of information regime to which Swissquote may be subject from time to time as well as compliance with requests from or requirements of regulatory and enforcement authorities).
- for Swissquote Group Holding Limited affiliated entities to comply with their reporting obligations; and
- for the purposes of the legitimate interests pursued by Swissquote or by a third party, for instance, for fraud and other criminal activity prevention, payment verification, to enforce these Terms, to implement changes in the Swissquote's corporate structure or ownership, to create statistics and tests, to manage risk, litigation (including disputes and collections), accounting and audits as well as for direct marketing purposes relating to the Swissquote's products and services (including the development of commercial offers).

In addition to the above, the Client expressly authorizes Swissquote to process personal data relating to them or any Related Individuals for Swissquote to manage its online advertising and carry out general website reporting and improvement. The Client or any Related Individual may withdraw consent at any time by following the "unsubscribe" link available at the end of each communication received or by contacting our data protection officer whose contact details are shown above. The withdrawal of consent will not affect the lawfulness of the processing of personal data before the withdrawal.

Disclosure/categories of data recipients

The collected personal data will not be disclosed to third parties except on the Client's instructions or if Swissquote is legally required or permitted to do so. The Client thus acknowledges that, in certain cases, Swissquote may need to disclose personal data to Swissquote Group Holding Limited entities and to companies whose involvement is necessary in the context of the Terms or to achieve the purposes mentioned above, including any subcontractors or outside service providers (a list of such parties being available upon request) as well as to any third parties that process personal data to ensure compliance with legal obligations such as public authorities, sub-custodians, central depositories, brokers, clearing houses, central settlement and clearing counterparties, market operators, regulated markets or other financial market infrastructures. In this context, the Client hereby explicitly agrees, instructs and gives their consent to disclose their personal data.

Apart from the exceptions listed above, professional secrecy principles prevent Swissquote from communicating personal data to third parties, except when provided for by applicable law and/or in order to act as an intermediary for the collection and transmission of such information for a third party (if not upon your formal instruction and/or express approval or in the case of a compulsory legal obligation).

Data transfers

Within the limits of applicable laws and regulations, Swissquote may share personal data with companies involved in outsourcing arrangements (see Clause 29). To achieve the purposes described under this clause, the collected personal data may be transferred to the third parties in any jurisdiction. Without prejudice to any professional secrecy obligations, transfers of such data may be carried out to or from countries located in or outside of the European Economic Area ("EEA"). Certain countries in which third parties may be located and to which personal data may be transferred may not be deemed by the European Commission to offer the same level of protection of personal data as the one of the European Union ("Third Countries"). Data transfers to subcontractors, services providers and other companies that are located in Third Countries may, depending on the nature of the transfer:

- be covered by appropriate safeguards such as standard contractual clauses approved by the European Commission, in which case the Client or the Related Individual may obtain a copy of such safeguards by contacting Swissquote; or
- be authorized under applicable data protection law, as the case may be, as such transfer is consented to (for instance in the context of securities transfers or disclosure mandates to third parties) or is necessary for the performance or execution of a contract concluded in the Client's interest; or
- for the establishment, exercise or defense of legal claims or for the performance of a contract between the Client and Swissquote (for instance for executing domestic or international payments with corresponding banks or other third parties such as SWIFT (Society for Worldwide Interbank Financial Telecommunication)).

Rights in relation to personal data

The Client or any Related Individual has the right to:

- access, free of charge at reasonable intervals, their personal data and information relating to its processing. Further copies requested by the Client or Related Individual will be subject to a reasonable fee;
- rectify without undue delay any inaccurate or incomplete personal data;
- seek the erasure of their personal data without undue delay when the use or other processing of their data is no longer necessary for the purposes described above, when the Client or the Related Individual has withdrawn their consent to a specific processing, where the processing is not or no longer lawful for any reasons, when the erasure is necessary to comply with applicable law or when the Client or the Related

Individual objects to the processing in the absence of any overriding legitimate ground for such processing;

- object at any time to processing for direct marketing purposes and to object, on grounds relating to their particular situation, to any processing based on our legitimate interests;
- withdraw their consent to the processing to the extent that the legitimacy of such processing lies on their consent;
- receive the personal data concerning them and transmit them to another data controller to the extent that the legitimacy of the processing lies on contractual performance and the processing is carried out by automated means; and
- seek the restriction of the processing notably when the accuracy of the data is contested or when the processing is not or no longer compliant with applicable law and the Client or the Related Individual has objected to the erasure of the data. Such restriction will result in the personal data being, with the exception of storage, only processed with the consent of the Client or of the Related Individual or for the establishment, exercise or defense of the legal claims of Swissquote or for the protection of the rights of another natural or legal person or for reasons of important public interest of the European Union or of a Member State.

These rights may be exercised by the Client or by any Related Individual by contacting the Data Protection Officer. In addition, the Client or the Related Individual has a right to file a complaint with the Cyprus data protection authority, the Commissioner for Personal Data Protection, in case they have concerns about the processing of their personal data. The personal data shall be processed and stored as described in the Agreement, and for no longer than is necessary to achieve the purposes described above and in accordance with applicable laws which govern the business operations of SQCM.

Data accuracy

The proper functioning of Accounts is subject to the existence of full and up-to-date Client documentation. The Client shall inform Swissquote as soon as practicable of any change in data collected and information previously provided to Swissquote (in particular your or any Related Individual's email address) and shall supply upon request any additional information Swissquote deems necessary to the maintenance of a relationship and/or required by law or regulation. Swissquote shall not be liable for any damage that may arise from a change of such information where Swissquote is not promptly informed of the change.

Before offering the Services, Swissquote will create a Client profile for the Client which will be based on the information the Client provides to Swissquote. On the basis of the information and of the subsequent Client profile, Swissquote reserves the right to withhold part or all of the Services Swissquote is entitled to rely upon the information provided to it by the Client. Incorrect or incomplete information may lead Swissquote to create a Client profile that does not suit the Client's particular situation and may, therefore, have adverse consequences for the Client for which Swissquote will not be liable. Swissquote reserves the right to modify, at any time, the Client profile following any change to the information provided.

The Client may refuse to provide such personal data to Swissquote. Failure to communicate such data and the Swissquote's subsequent inability to use data processing techniques will be an impediment to the creation of a relationship or the maintenance of an existing relationship with Swissquote as well as to the provision of certain products and services to the Client. Depending on the data, providing it to Swissquote may constitute a legal or a contractual requirement or may be required to receive certain products and services.

Data relating to related individuals

For the avoidance of doubt, Swissquote, when acting as data controller, or Swissquote affiliated entities when acting as data processor, may collect and process personal data of any Related Individuals for the same

purposes and according to the same terms and conditions as those discussed in this clause. The following paragraphs apply to Clients which are not individuals.

The Client undertakes to:

- adequately inform the Related Individuals of the acts of processing of their personal data described in this clause (including the categories of personal data that may be processed by us as well as their rights described above); and
- procure, where required and by executing these Terms, the necessary consents from these individuals to the processing of their personal data described in this clause.

The Client warrants that:

- personal data has been obtained and processed and is disclosed by the Client in compliance with applicable data protection and privacy laws;
- the Client shall not do or omit to do anything affecting the compliance of such disclosure of personal data with applicable law as well as anything that would cause us to be in breach of applicable data protection and privacy laws;
- without limiting the foregoing, the Client shall provide, before the personal data is processed by SQCM, all necessary information and notices to the Related Individuals, in each case as required by applicable law.
- The Client will indemnify and hold Swissquote harmless for and against all financial consequences arising from any breach of these warranties.

28. Evidence, record keeping and telephone recording

Swissquote shall keep its books, accounting records, correspondence and records in the form of recordings for a period of 5 (five) years starting as from the end of the calendar year during which the document was drawn up or received.

The Client who requires information or a copy of a document must submit a request for the same before the expiry of the five-year period.

It is noted that the retrieval of such information is subject to costs to be borne by the Client, after his/her explicit confirmation. Such costs will be communicated to the Client in advance through the verified email.

The Client authorizes Swissquote to record telephone conversations, emails and other electronic communications with them or, as the case may be, with the latter's representatives or any other Related Individuals (including communications on Client's instructions and other transactions or other commercial conversations between Swissquote and its Clients). These recordings will notably be made for evidential purposes in relation to the Services. Such records will be the property of Swissquote. Any failure to record or to retain recordings may not be cited as an argument in the event of dispute.

The individual whose personal data are recorded, i.e., the Client or any Related Individual as relevant, has the rights described in Clause 27 in relation to the recordings of his or her personal data. In so far as may be applicable, and in accordance with the obligations of Clause 27, the Client must ensure that any Related Individuals are informed in advance of, and consent to, the possibility of such recordings being carried out and of the purpose of the records, the retention thereof and of the period for which they will be retained.

Swissquote must retain Clients' identity and transaction documents, and may use them as evidence in any money laundering or terrorist financing investigation. Identity documents and transaction documents will be retained for at least five (5) years from the date of termination of the business relationship, or from the date

of execution of the transaction respectively to comply with the Swissquote's legal obligations regarding the fight against terrorism and money laundering, and to comply with its obligations under the Cyprus Laws.

Client identification documents include but are not limited to:

- A signed and dated account application form, specifying full name, date of birth/incorporation, address, occupation, account number, official identity documents with relevant dates;
- A copy of an official identity document;
- Documents proving the identity of the beneficial owner(s), including video identification calls and real time selfies;
- The transaction description (nature of the transaction, the transaction date, transaction currency, the transaction amount, account type and quantity);
- Contact person(s);
- Contract if applicable.

The above-mentioned documents must correspond to individual contractual relationships. If after review of the transaction and if the transaction is suspected of association with money laundering and terrorist financing, or the relevant financial service/professional is suspected of association with money laundering or terrorist financing, these data/documents must also be retained.

The electronic records of Swissquote shall be conclusive proof that the transactions were carried out by Clients in person. The books and documents of Swissquote shall be considered probative until proven otherwise. Clients may disprove micrographic reproductions and electronic data recordings made by Swissquote from original documents only by submitting a document of the same nature or in writing.

29. Outsourcing

In order to improve the efficiency and quality of the products and/or services requested or subscribed to by the Client (or which may later be added to them) and to ensure optimal service and high-quality standards for the Client or to ensure regulatory compliance, and/or to benefit from the technical resources of qualified specialists, Swissquote may, for certain tasks, activities and/or services, have recourse to the services of third parties. These tasks, activities and/or services include, but are not limited to:

- management of the IT infrastructure or IT operational tasks (such as data and software hosting, supported by IT maintenance, development, production and training activities).
- client identification and processing of Client data (such as sanctions screening to combat money laundering and terrorism financing, and Client data hosting and archiving, and telephone and electronic communications recordings).
- performance of some marketing activities (such as messaging platforms).
- production of financial, accounting or regulatory documents and reporting including legal declarations to be made to Cyprus competent authorities (such as transaction reporting requirements under MiFIR, the CRS and/or the FATCA).

For the above purposes, Swissquote entrusts these tasks and services to its parent company, Swissquote Group Holding Limited and its affiliated entities (the "Service Providers").

In this context, the Client, in his/her own interest, expressly instructs SQCM for the requirements of the tasks, activities and/or services provided by the Service Providers, to transfer and/or to disclose, for data processing purposes, to the Service Providers their personal data as defined under Article 5 ("Identification of Clients") or their data in relation to personal identification and details (such as name, address, telephone, e-mail, date and

place of birth, tax residence, tax number, passport number or proof of identity, company name and any other personal information relating to the Client), data related to the Client's activity (such as the economic beneficiary and/or authorized representative as provided by the Client to Swissquote), bank and financial information (such as account number), information on transactions, data related to the Client's financial situation (such as income, wealth, assets, loans, overdraft facilities, expenses), and the client's identity photos and documents sent by them to Swissquote (the "Client Data").

The Client hereby expressly agrees and authorizes Swissquote to engage the Service Providers in the aforementioned outsourcing and the transfer and disclosure of the Client Data relating thereto to the Service Providers. In all cases, the Service Providers are monitored by Swissquote to ensure compliance with its regulatory obligations. The Service Providers are bound by a confidentiality agreement. In certain circumstances and despite the latter, the Service Providers may be legally bound to provide the Client Data to third parties or authorities. Please also refer to Article 17 ("Personal Information").

It should also be noted that the Service Providers may rely on their own service providers located in Cyprus or abroad to provide outsourced services, particularly in relation to data archiving and communications with Clients (such as marketing communication, postal communication, sending identification codes and SMS alert services).

The Client agrees to bear all the consequences resulting from the transfer and/or disclosure of information to the Service Providers and agrees that Swissquote may not be held liable in any way for any loss, damage or costs caused or incurred in connection with the transfer or disclosure of the aforementioned information. Please refer to Article 17 ("Personal Information").

The Client shall also have a right to access, correct or update their personal data by using the Communication method as stated in the Article 36 ("Communication Method"). The Client Data is kept by the Service Providers for the period necessary for the Swissquote's purposes and, if applicable, that required to comply with the legal obligations of Swissquote.

A revocation by the Client of his/her consent must be sent to Swissquote in writing and this therefore constitutes a notice of termination of the business relationship. This takes effect on the day Swissquote receives it without prejudice to the its right to maintain the information transmitted to the Service Providers for the retention period imposed by the Swissquote's internal procedures or required by applicable laws. Swissquote shall establish and maintain a register related to outsourced tasks, activities and services, including those related to Service Providers, outsourcing agreements and Client Data localization.

30. Security issues

The Services are provided subject to the internet's technical capacities and response times for consulting, transferring information or when making enquiries. It is the Client's responsibility to take all necessary measures to ensure that the specifications of their computer and internet connection are fit for the transmission of information and for access to the Services.

When using the Trading Apps it is the Client's responsibility to ensure that the technical specifications of their device and corresponding data package/ subscription are fit for the download and installation of the Trading Apps, for the consultation of information and for access to transactions and Services offered via the Trading Apps.

Swissquote provides a high level of security by using various security measures, specifically with respect to identification of Clients and authentication of Clients' instructions and orders. Every time the Client contacts Swissquote they will have to perform the relevant identification and authentication procedures then in place. Swissquote may refuse access to any element of the Services if the Client does not comply with these procedures.

It is the Client's responsibility to ensure that their computer and/or mobile device is not infected by any hostile programs (e.g., viruses, malware, adware etc.) Swissquote implements the following security measures in order to protect the confidentiality of the information:

- **Firewalls:** Swissquote has multiple firewalls designed to protect its internal computer system and database;
- **Monitoring:** Swissquote monitors all internal systems on a daily basis to ensure that there have been no security attacks or attempted break-in. Swissquote also arranges for regular independent security checks of its computer system to ensure a high standard is being complied with;
- **Client Password:** a password will be required as an additional security check in the internet login process. The Client will be required to change their password at the initial login and should change it regularly thereafter; and
- **Level 3 card:** in the interests of optimal protection, the Account is secured by a level 3 card. Each time the Client logs in with their user ID and password, the system asks them to enter the relevant code from this card.

Swissquote will dispatch the user ID together with the application to open an account. Once the account has been opened, Swissquote will send the Client their personal password. Any person logging onto the system by entering the correct user ID and personal password or identifying himself/herself by telephone to us as an account authorized person by giving the correct user ID and personal password shall have access to the electronic transaction systems and other services provided by Swissquote. In the case of contact by telephone, it will normally be necessary to give the employee the complete user ID and three selected characters from the personal password. The Client shall be obliged to keep the password and user ID secret at all times, to keep them out of reach of third parties and to protect them from misuse. The Client is also advised to change the password regularly and to keep it in a safe place. The Client shall bear sole responsibility for any consequences of the loss or misuse of his/her user ID and/or password. Swissquote shall not be liable for any damage resulting from the loss or misuse of the user ID and/or password.

With the exception of gross negligence on the part of Swissquote, any loss or damage arising from invalidity or undiscovered fraud shall be borne by the Client. The Client undertakes to inform Swissquote immediately if the account needs to be blocked or the user ID and/or password need to be blocked or replaced. After verifying the Client's identity (user ID and password) and, provided the Client has sufficient funds, Swissquote undertakes to execute all orders and instructions received from the Client without delay within the customary handling time. Swissquote shall be entitled at its discretion, though not obliged, to accept instructions in writing. Notwithstanding the foregoing provisions, Swissquote reserves the right at its own discretion to decline to execute orders and instructions or to execute them only upon receipt of written proof of the Client's identity.

At its discretion Swissquote may likewise introduce and require additional levels of identification, such as scratch lists and/or a system of secured identification, for all or some of its services. Any person verifying their identity in accordance with the above provisions shall be considered entitled to use the services on the Client's behalf. Swissquote shall be entitled to assume that orders and instructions arising in this manner have been duly approved and issued by the Client and/or other authorized persons.

The Client should take all reasonable steps not to leave their device unattended whilst logged on to the Trading Apps, as well as all reasonable steps to protect their devices from loss, theft, diversion or fraudulent use. The Clients should immediately inform Swissquote as soon as they suspect, or are aware of any, loss, theft, diversion or fraudulent use of their device. The Client shall be liable for losses resulting from any unauthorized transaction performed with a lost, stolen or diverted device until such notification is made, as well as in the event of fraudulent use or gross negligence (faute lourde) or wilful misconduct (faute intentionnelle) on their part.

31. Unauthorized Use of your Account

The Client is not permitted to allow any person other than itself to use the Trading Account, and/ or account number and/ or password and/ or access codes.

The Client shall ensure that at all times the devices through which he/she trades or access the Electronic Trading Platform are not left unattended or used by any other person to carry out trading activity and that any passwords and access codes and security data used for accessing the Account are kept safe and out of the reach of other persons.

The Client shall be solely responsible for all and any loss resulting from unauthorised use of his/her Account including loss suffered as a result of lost or stolen passwords or other security information.

If the Client knows or believes that his/her Account is being used without his/her permission or consent, the Client shall immediately notify SQCM by contacting the Customer Support Department at support_sqcm@swissquote.com. If the notification is made within Business Hours, the Account will be frozen immediately upon receipt of Client's notification. If the notification is made outside the Business Hours, the Account will be frozen as soon as reasonably possible of receipt of Client's notification.

SQCM may, but shall not be obliged, to notify the Client of any activity which believes that is carried out through his/her Account without the relevant authorisation and therefore in its discretion, suspend the access to Client's Account until Client confirm that all trading activity carried out is authorised by the respective Client. SQCM is not liable to the Client if does not suspend such access promptly.

32. Liability and Limitation

With care and due diligence, Swissquote shall act honestly, fairly and promptly in conducting its business activities in the best interests of the Client.

In its relations with Clients, and to the extent allowed by law, Swissquote shall only be liable in cases of gross negligence (faute lourde) or willful misconduct (faute intentionnelle). Access to Swissquote's systems and transmission of data will be at the sole risk of the Client. By using the internet and any other public telecommunications equipment (such as telephone lines) all communications between Swissquote and the Client are routed via a public network. Swissquote shall not be held liable for any damage which the Client may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties or other deficiencies on the part of the network providers. Swissquote is not liable for any system malfunctions due to defaults resulting from the internet itself, any internet service provider, any communication networks or due to any other cause not directly attributable to Swissquote. Swissquote shall not guarantee an absolute inviolability of its systems.

The Client shall be liable for any direct or indirect loss resulting from any illegal or wrongful access and/or attempted access to the Services by third parties. Swissquote shall not be liable for any loss or damage that may occur to any Clients' stored data or software as a result of (a) the use of the Services that is not compliant

with the security instructions set out in these Terms or (b) fraudulent acts committed by third parties within the system of Swissquote.

Swissquote shall not be liable for any damage or loss that may result from a virus affecting its system, which neither the Client's nor our security measures are able to detect. Swissquote will not be liable in any way for any malfunctions of the internet itself, or of the telephone system used to communicate. Swissquote may temporarily suspend the availability of one or more Services to allow for upgrading or maintenance of the systems or if Swissquote detects any security risks and/or any malfunctions.

If Swissquote uses third parties' facilities to fulfil the orders of Clients, Clients shall be bound by the agreements, general and special conditions applicable between Swissquote and those third parties, as well as by the conditions binding such third parties (for example, when operating on foreign stock exchanges). If Swissquote charges a third party with the execution of a transaction then the liability of Swissquote shall be limited only to the careful selection and direction of those parties. Swissquote shall not be liable for any loss suffered or incurred by the Client as a result of any third party failing to perform its obligations to Swissquote, and Swissquote shall not be liable to perform its obligations to the Client to the extent that it is unable to do so as a result of the third party's default.

In addition to the obligations expressed above, the Client is solely liable for ensuring that they comply with local legal prescriptions and regulations, particularly when using the Services abroad. Swissquote shall not be liable for any negligence or violations of regulations that apply to the Client.

Any information of any kind (financial situation, balance and account statements, safeguarding statements, general information etc.) requested by Clients or communicated by Swissquote in conformity with Cyprus rules shall be transmitted at the Client's own risk. In no event shall Swissquote be held liable for the non or unsatisfactory receipt of such information.

In case of shutdown for maintenance or for repairs to the computer systems of Swissquote, technical failures or overloading of the network, telephone lines being cut off, errors, negligence or unsatisfactory service on the part of any ISP, a third party or the user, particularly in the setting up and use of the Service, as well as in the case of any other events beyond the control of Swissquote (such as strikes), Swissquote shall not be held liable for any direct or indirect damages to the Client's hardware or to the data stored on it or resulting from an interruption, shutdown or malfunction unless the Client can prove that a fault attributable to us caused the damage suffered.

Swissquote shall not be held liable for the improper or fraudulent use of personal data, either by the Client, or by a third party, or via fraudulent schemes like those relating to phishing or similar acts by third parties, or through risks linked to the safeguarding of the networks which neither your protection system nor the reasonable measures taken by Swissquote or its sub-contractors were or would have been able to detect. Swissquote shall not be liable in the event of any difficulty attributable to the faulty operation or improper configuration or general use of a computer by the Client, nor in the event that the computer hardware used by the Client is not powerful enough.

The Client shall not be responsible for any dispute which may arise between them and any public telecommunication service(s) or private telecommunication companies, or between them and any internet service provider or any other intervening party, either concerning the confidential nature of the message transmitted or the cost of the transmission or the maintenance of telephone lines.

Limitation of liability

Swissquote shall only be liable for its gross negligence (faute lourde) or wilful misconduct (faute intentionnelle) in providing the Services. Swissquote shall not be held liable for any direct or indirect damages that may be caused by or in connection with:

- i. the legal incapacity of Clients, their agents, heirs, legatees and beneficiaries;
- ii. the death of an account holder where Swissquote has not been notified of the death;
- iii. errors in the succession of the estate of the deceased Client;
- iv. inaccurate statements by the attorney of a deceased Client as to the information given to the depositor's heirs regarding the existence of the power of attorney and inaccurate indications by the agent regarding the identity of the heirs informed;
- v. the inauthenticity or invalidity of authorizations held by the agents, organs and representatives of legal entities, of companies under bankruptcy, under controlled management, in judicial liquidation or subject to other measures of control or liquidation as provided for by the law applicable to them;
- vi. the Client's failure to notify Swissquote of any changes to the Client or any Related Individual's email address or other contact information;
- vii. the inauthenticity of signatures on orders given to Swissquote;
- viii. errors and delays in the transmission of orders and delay in the execution of an order unless the Client has specially informed Swissquote of the deadline by which the order must be executed, in which case our liability shall be limited to the loss of interest that may be caused by the delay;
- ix. failure to lodge a protest or delay in doing so;
- x. irregularities of judicial or extra-judicial opposition proceedings;
- xi. failure to effect applicable tax deductions or to make correct deductions;
- xii. the acts of third parties commissioned by Swissquote to execute the Client's orders if the choice of the third party was made by the Client or if Swissquote chose the third party and gave instructions with the customary care;
- xiii. the transmission of information in accordance with Clause 36 (Communication Method);
- xiv. the non-receipt by the Client of communications from Swissquote as a result of the Client failing to provide notice in accordance with Clause 5 (Identification of Clients) or due to any other circumstances beyond the control of Swissquote;
- xv. any political, economic or social event whatsoever likely to interfere with, disorganize or disrupt wholly or partly the Services even if such events do not constitute force majeure;
- xvi. foreign regulations; or more generally, any abnormal and unforeseeable circumstances beyond the control of Swissquote, the consequences of which would have been unavoidable despite all efforts to the contrary.

33. Events of Default

The following shall constitute "Events of Default" on the occurrence of which Swissquote shall be authorised to exercise its rights:

- a) failure of the Client to make any payment when due under this Agreement, including but not limited to initial margin deposited or any other payment to meet margin requirements;
- b) failure of the Client to comply with any other provision of this Agreement and such non-compliance continues for ten (10) business days after notice of non-performance has been provided to the Client by Swissquote;
- c) an Insolvency Event occurs in respect of the Client;
- d) the Client dies or becomes of unsound mind (if natural person);
- e) the Clients (or any custodian acting on their behalf) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of Clients, in favour of Swissquote supporting any of Clients' obligations under this Agreement;

- f) any information provided to Swissquote including Client's knowledge and experience in dealing in complex financial instruments and his/her economic profile and sources of wealth proves to be wrong and / or incomplete and/ or misleading;
- g) any representation or warranty made or given or deemed made or given by the Client under this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
- h) any action is taken or event occurs which Swissquote considers might have a material adverse effect upon, Client's ability to perform any of his/her obligations under this Agreement;
- i) the Client takes advantage of any delays occurred in the prices and places orders at outdated prices, trades at off-market prices and/ or outside trading hours, and performs any other action that constitutes improper trading.

On the occurrence of an Event of Default, Swissquote shall be entitled to take, in its absolute discretion, any of the following actions, at any time and with or without giving prior notice, depending on the circumstances and the specific Event of Default, to the Client:

- Upon the occurrence of an Event of Default or at any time after we have determined, in our absolute discretion, that You have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights as set out above, we shall be entitled, without prior notice to you: to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
- instead of returning to the Client investments equivalent to those credited to the Client's account, to pay to the Client the fair market value of such investments at the time Swissquote exercises such right, and/or to cancel and/or consider void any transactions and profits or losses either realized or unrealized and/or to close out the Account(s) maintained by the Client pursuant to this Agreement.

At any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (hereafter the "Liquidation Date") for the termination and liquidation of Transactions. The date of the occurrence of any Event of Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the below provisions shall apply. Upon the occurrence of a Liquidation Date: Neither of us shall be obliged to make any further Transactions or payments under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined below).

As soon as reasonably practicable after the Liquidation Date, we shall determine, in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency, and if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation).

In addition, we may close all your open positions and cancel any Orders made by you and may combine and consolidate your cash balance and any Accounts which you have with us and set off your cash balance and amounts owed by us to You, against amounts owed by you to us, including any profits or losses from your open

positions with us, interest, costs, expenses, charges and all liabilities or amounts of whatever nature. We may convert amounts in any currency, owed by us to you and amounts owed by you to us, including any profit or loss under any of your open positions with us, to our Base Currency. Such currency conversions will be made at prevailing market rates reasonably available to us, and we are entitled to charge you all commissions and costs incurred by us in making such conversion.

We shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (hereafter the "Liquidation Amount"). If the Liquidation Amount determined pursuant to this clause is a positive amount, you shall pay it to us subject to the Negative Balance Protection of Clause 20 and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

Where termination and liquidation occurs in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other Transactions entered into between us which are then outstanding.

34. Market Abuse and Restricted Trading Strategies

You agree that you shall not take any action or enter into any course of conduct which would breach Applicable Laws and Regulations and/or will or may alter, distort or manipulate the relevant underlying market in relation to any Transaction contemplated by this Agreement. Moreover, it is absolutely prohibited to use any software in such a way which can cause serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our Clients as regards the execution of their orders. In the event that we and/or our associated companies identify any such activity, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to the Trading Platforms, blocking and/or revoking your Access Codes and/or immediately terminating the Agreement. In addition, you acknowledge that once your Account has been terminated, we may liquidate any outstanding contracts/positions you have with us.

Moreover, should You engage in any trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), or should we determine, in our sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act, including without limitation the following:

- fraud/illegal actions that led to the transaction;
- arbitrage trading, such as "Swap Arbitrage" "Latency Arbitrage" or "Bonus Arbitrage" on Prices offered by our platforms;
- scalping trade or placing and closing orders or entering into positions for an arbitrarily short period of time;
- orders placed based on manipulated Prices as a result of system errors or system malfunctions;
- arbitrage trading on Prices offered by our platforms as a result of systems errors;
- coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates;
- orders which resulted/closed in wrong profit or loss due to an error received on pricing/quotes (system error, system malfunction and etc.), usually caused by irregular spikes in the trading systems. A spike is a sudden and large price move either up or down in the price of an asset.

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

- adjust the Price Spreads available to you; and/or
- restrict your access to streaming, instantly tradable quotes, including providing manual quotation only;
- introduce time delays between your placing of the order and the order opening on the Trading Platforms (to prevent scalping); and/or
- obtain from your Account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
- reject an order or to cancel a trade; and/or
- reopen/cancel/update/close the trades which can effect on the client profit and loss in both way negative or positive depend; and/or
- Immediately terminate this Agreement.

35. Provision of Information

Any news, prices, opinions and other information are provided solely to enable the Client to make their own investment decisions and do not constitute personal investment recommendations or advice. SQCM makes no representation as to the accuracy and completeness of such information and does not assume liability for any losses, costs, liabilities or expenses that may arise directly or indirectly from use of, or reliance on such information. The information is for the Client's private use only. Such information is not an offer or solicitation to buy, sell or otherwise deal in any particular investments.

Swissquote may provide links to various internet sites sponsored and maintained by third parties. Swissquote shall provide such links solely as a convenience to the Client. Accordingly, Swissquote makes no representations concerning the content of such sites. The fact that Swissquote has provided a link to these sites does not constitute an endorsement, authorization, sponsorship, or affiliation by Swissquote with respect to the relevant site, its owners or providers.

36. Communication Methods

All communications between SQCM and the Clients will be made in accordance with the Terms. Any notice or communication sent under this Agreement by one Party to another is deemed to be effectively received if:

- by way of fax, text message or an online chat, when received in readable form; or
- by way of letter, on the next Business Day after being deposited in the post, postage prepaid in an envelope addressed to the recipient, at the address last notified to the sender in accordance with the provisions contained herein;
- posted on an Electronic Trading Platform, as soon as it has been posted;
- sent by secured email at the verified electronic address of the client;
- posted on the Website.

Unless otherwise agreed, communications from Swissquote shall be deemed to have been delivered as soon as dispatched to the Secure Email or last post address or e-mail address of the Client. Swissquote will not be liable for losses resulting from failure of the Client to receive such communication. In the event of the death of a Client, communications shall continue to be validly addressed to that Client's last address until Swissquote receives a valid instruction otherwise.

SQCM may provide information by means of a Website subject that it is satisfied that the Client has regular access to the internet (which shall be deemed to be the case when the Client has provided us with an e-mail address for the purposes of corresponding with it or when the Client has access to the SQCM's internet-based system). Clients specifically consent to the provision of information by means of a website. SQCM will notify

the Client electronically (by e-mail, through its website or otherwise) of the place where the information may be accessed.

The date shown on the SQCM's copy of the communication or on the SQCM's dispatch list shall be presumed to be the date of dispatch. Mail retained with SQCM shall be considered to have been delivered on the date it bears. Copies of correspondence shall be considered proof of dispatch. If correspondence is returned to SQCM with an indication that the addressee is unknown at the address indicated or no longer lives there, SQCM shall hold this correspondence in its files as well as all subsequent correspondence intended for Clients at the same address. In this case, SQCM may at its sole discretion decide to block the relevant Clients' Accounts. Where communications from SQCM are made available through the Website, those communications are deemed to have been received on the day following the posting concerned. Where communications from SQCM are made by referring in any of its documents to a website on which they are posted, they are deemed to have been received on the date that the relevant document bears. Where communications from SQCM are made via the Secure Email of SQCM, they are deemed to have been received by the Client on the date indicated on the Secure Email. Notwithstanding the above, if SQCM deems it necessary it reserves the right to contact the Client by any means that SQCM considers appropriate.

Clients may communicate with the Customer Support Department by phone as specified below and via email as specified in its Website, within the Business Hours. Our contact details are as follows:

Name: Swissquote Capital Markets Limited

Email: support_sqcm@swissquote.com

Address: 42 Spirou Kiprianou, Emerald House, Floor 1, 3076, Limassol, Cyprus.

During times of market event of significant importance or volatility (such as elections, release of major economic data etc.) or as a result of a Force Majeure Event, it is possible that telephone lines may be busy for a prolonged period. Under certain circumstances, communication via telephone or any other means may be unavailable. SQCM will have no liability whatsoever in relation to difficulty in or impossibility of communication in any such circumstances outside of the control of SQCM.

If the Client chooses to communicate with SQCM, or chooses to receive information from Swissquote via the generally accessible part of the internet then SQCM shall not be liable if confidential data is released and/or if such release causes harm to the Client or any third party, whether by accident or by fraud, unless such release was due to the gross negligence (faute lourde) or wilful misconduct (faute intentionnelle) of the SQCM.

37. Professional secrecy

Professional secrecy as provided for by the laws and regulations applicable to credit institutions shall apply to all persons howsoever involved in the Services. Swissquote shall not therefore disclose any of the Client's personal information or transactions to any third party subject to these Terms.

However, in certain cases expressly provided for by law and which apply to all Cyprus credit institutions and professionals of financial sector, Swissquote may be required to provide the fullest possible information requested by judicial or supervisory authorities in the context of their special legal powers, or information to shareholders or partners to the extent that such information is necessary for the proper and prudent management of the operations carried out, in accordance with Cyprus laws. Without limiting the divulgation of any information as may be authorized by any applicable law, Cyprus credit institutions and professionals of the financial sector which are part of a financial group or financial conglomerate may provide access to the information relating to specific business relations to the internal control bodies of such financial group, to the extent that such information is necessary for its global management of risks, or to entities within a same

financial conglomerate for information that may be exchanged between such entities and the European supervisory authorities.

Personal information communicated for the purposes of fund transfers are processed by Swissquote and by other specialized companies (such as SWIFT (Society for Worldwide Interbank Financial Telecommunication)). This processing may be done through intermediaries in European countries, or countries such as the United States of America which may not provide for an adequate level of data protection, operating in accordance with local laws. As a result, the authorities of these countries, notably the United States, may request access to personal information stored in processing centers (for example, as part of their counter-terrorism practices). By ordering Swissquote to execute a payment transaction the Client agrees that all the necessary data for the proper execution of the transaction may be processed outside of Cyprus.

Swissquote may communicate to a beneficiary of a transfer the IBAN account number and the name and address of the Client who has initiated the transfer. The Client expressly authorizes Swissquote to disclose the Client's name and any other information related to the business relationship between Swissquote and the Client without limitation:

- i. where Swissquote reasonably believes that such disclosure is required by any law or regulation applicable to the Swissquote or the Client;
- ii. to the extent required for the performance of the Swissquote's obligations under this Contract;
- iii. if the Client is in breach of any of its obligations under this Contract; and/or
- iv. it is required for Swissquote to enforce its rights under this Contract and/or to protect Swissquote from any third party claims.

For this purpose, the Client hereby expressly releases Swissquote and its directors, officers, employees, representatives and agents from any obligations of secrecy or confidentiality under Cyprus or any other applicable laws which might otherwise preclude the disclosure of such information.

38. Amendments

SQCM may amend the present Terms as well as any other policies subject to the Terms at any time but subject to giving the Client two weeks' notice, by serving the Client a proper notification (including Secure Email, an e-mail containing a pdf version of the revised terms and conditions and a hyperlink to the document available on the Website and/or notification on the Website and/or any other durable medium) in order to take account of amendments to legislation or regulations, of changes in practices of financial institutions and changes in the market. SQCM may also amend the Terms to take account of any additional services or to improve the Services. SQCM will consider amendments approved if it does not receive written objection from the Client before the amendments take effect. If the Client does not agree with the proposed amendments, SQCM and the Client shall have both the right to terminate the contractual relationship.

39. Termination

Under any agreements between SQCM and the Clients for which no term has been stipulated, either party may, by giving a signed written notice or email notification via Secure Email to the other party, terminate relations at any time without stating a reason and with immediate effect.

If SQCM reasonably believes that the solvency of the Client is compromised, or that the guarantees obtained from them are insufficient, or that the guarantees requested have not been obtained, or that SQCM may incur liability as a result of the continuation of its links with the Client, or that it appears that the operations performed by the Client may be contrary to public order or morality, SQCM may terminate relations with the Client with immediate effect without prior notice. In that event, all the terms stipulated for performance of Clients' obligations become void.

Upon terminating this Agreement all amounts payable by the Client will become immediately due and payable including but without limitation all outstanding fees, charges and costs, any dealing expenses incurred by terminating this Agreement, and any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by SQCM on your behalf.

40. Governing Law and Jurisdiction

Unless expressly agreed otherwise, the Agreement between the Client and Swissquote shall be subject to the laws of the Republic of Cyprus. The courts of Cyprus shall have exclusive jurisdiction in any dispute between the Client and SQCM. The foregoing is without prejudice to mandatory provisions of conflicts of laws that would result in the application of the law and/or the competence of the courts of a different jurisdiction.