Murren Trade

CLIENT AGREEMENT

TERMS & CONDITIONS OF BUSINESS

These are the entire terms and conditions that apply to the access and/or use of our Online Trading Facility. Please read these Terms and Conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become a client of MurrenTrade.

IF YOU DO NOT AGREE TO BE BOUND BY T THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE OR ACCESS OUR SERVICES AND INFORM US IN WRITING IMMEDIATELY.

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CLIENT AGREEMENT
TERMS & CONDITIONS OF BUSINESS

These are the entire terms andconditionsthatapply tothe access and/oruse of anyof theWebsite(s),Electronic Trading Platform(s), Software and/or Services (hereinafter, collectively, referred to as our "***Online Trading Facility***") that are provided by MurrenTrade.

MurrenTrade' brokerage services are provided by 'Trading Point of Financial Instruments Ltd. (operating under the trading name 'MurrenTrade'), All access and/or use of our Online Trading Facility is subject to these terms and conditions (hereinafter referred to as these "***Terms and Conditions***" and/or this "***Agreement***") in accordance with the terms hereof.

Please read these Terms and Conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you may become a client of MurrenTrade.

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

Your access and use of our Online Trading Facility constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on or in our Online Trading Facility. Your access and use of or Online Trading Facility is governed by the version of these Terms and Conditions that is in effect on the date on which our Online Trading Facility is accessed and/or used by you. Please feel free to contact our customer support team at support@murrentrade.com for any clarifications before you continue to access and/or use of our Online Trading Facility.

We reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time, in accordance with the Terms hereof. When these Terms and Conditions are modified (hereinafter referred to as "***Changes***") we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly this Agreement on our Online Trading Facility regarding any such Changes. Therefore, you should review these pages from time to time so as to ensure that you will be aware of any such Changes. All amended terms shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those Changes, you should cease to access and/or use our Online Trading Facility and inform us in writing, immediately.

Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted on them. If there is a conflict or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

Trading on any financial market involves a significant level of risk. Please be aware then that the contents of our Online Trading Facility are neither a solicitation, nor an offer to enter into any transactions on the financial market(s).

The contents of our Online Trading Facility and of any communications you may receive from us, via Electronic Messaging, website postings, e-mail, telephone, telefax or otherwise, and any part of any member's area on our Online Trading Facility, in particular, are for general information and educational purposes only and do not amount to investment advice or unsolicited financial promotions to you. Please do read our "***Risk Warnings & Disclaimers***" on our Online Trading Facility, before accessing and/or using our Online trading Facility.

CHAPTER A: SCOPE OF AGREEMENT

1. PARTIES TO THE AGREEMENT

1.1 This Agreement is made between yourself, as our client (hereinafter referred to as "***you***" or "***your***" or, in general terms, the "***client***") and ***Trading Point of Financial Instruments Ltd***. And any of its designated and permitted successors, assigns and those of its subsidiaries and affiliates that are identified further in this Agreement (also trading under the name "***MurrenTrade***" henceforth "***us***", "***our***", "***we***" or "***MurrenTrade***"). This Agreement describes in full detail the Terms and Conditions you must accept, without restrictions or objections, before accessing and/or using our Online Trading Facility. Furthermore, before you access and/or use our Online Trading Facility and before you become a client of MurrenTrade, you must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto, and/or incorporated herein by reference. Notwithstanding anything to the contrary, by continuing to use our Online Trading Facility you are implying that you have read these Terms and Conditions and have unconditionally accepted these Terms and Conditions in their entirety and without reservation.

1.2 "***MurrenTrade***" (henceforth "***us***", "***our***" or "***we***") and "***you***", as our client (henceforth "***you***", "***your***" or, in general terms, the "***client***"), may hereinafter be referred to, individually, as a "***Party***" and, collectively, as the "***Parties***".

2. ELECTRONIC SIGNATURES AND ACCEPTANCE OF AGREEMENT(S)

2.1 You hereby expressly acknowledge and agree that: (a) by downloading, completing and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as the "***Account Opening Application Form(s)***") and/or clicking in the appropriate space, or on the "***I Accept***" button, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement, and/or (b) by accessing or using, and/or by continuing to access or use, our Online Trading Facility, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions set out in this Agreement, as they may apply to you.

2.2 You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Online Trading Facility and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be 'signed' and 'in writing'. Accordingly, any such documents that are delivered to you electronically are deemed to be "in writing".

2.3 If your signature or acknowledgement is required or requested with respect to any such document and you "click" in the appropriate space, or on the "***I Accept***" button, "***Submit***" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Online Trading Facility, you will be deemed to have 'signed' and/or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under any Applicable Laws, Rules and/or Regulations in any jurisdiction, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

2.4 You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if you revoke your consent, your access to an/or use of our Online Trading Facility may be restricted or terminated, at our sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

3. ACCEPTANCE & SCOPE OF AGREEMENT(S)

3.1 We shall evaluatethe Account Opening Application Form(s) you submitted for the purpose of becoming a client of us and shall inform you by e-mail whether your application is accepted or not. We reserve the right to refuse and/or decline your application(s), atour sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

3.2 Without prejudice to the provisions of **Section 2.1** hereinabove, in particular as regards your acceptance and acknowledgement of this Agreement, we will become a counterparty bound to this Agreement, and this Agreement will become binding on us, only as of the date on which we are sending the above-mentioned confirmation e-mail, as indicated thereon (the "***Effective Date***").

3.3 This Agreement applies to all of our Online Trading Facility, including, without limitation, all electronic Content thereof and/or Software provide thereon (including, without limitation, all real time information about the Price Quotes of Supported Financial Instruments provided thereon); as well as all program facilities for executing Transactions in Supported Financial Instruments via our Online Trading Facility via the Internet, Electronic Messaging, website postings, e-mail, phone, fax or otherwise, and any other features, content or services that we may add in the future.

3.4 Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

3.5 We may from time to time send to you further communications in respect of certain Transactions and/or Contracts, which may contain specific legal and/or contractual provisions applicable with respect to such Transactions and/or Contracts. In the event of any conflict and/or discrepancy between the clauses of this Agreement and/or its annexes, appendices, addenda, attachments, schedules and/or exhibits, and the legal and/or contractual provisions set forth in such communications to you in respect of certain Transactions and/or Contracts, the latter shall prevail. The fact that a legal and/or contractual provision is specifically set forth herein, or is included in a specific communication to you, in respect of one particular Transaction and/or Contract, shall not preclude a similar legal and/or contractual provision being expressed or implied, or being applicable, in relation to any other Transaction and/or Contract.

4. AUTHORIZATION

4.1 Our Online Trading Facility is available to, and may only be used by, individuals, corporations, companies, joint ventures, partnerships or any other legal entities or associations of individuals or other legal entities (hereinafter referred to as "***Legal Entit(y)ies***"), which can form legally binding contracts under the law applicable to their country of residence or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation. Without limiting the foregoing, our Online Trading Facility is ***NOT*** available to Persons who are under the age of 18, or otherwise under legal age in their country of residence (hereinafter referred to as "***Minors***"), or who, otherwise, cannot form legally binding contracts under the law(s) applicable in their country of residence or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation.

IF YOU ARE A MINOR, OR IF YOU CANNOT FORM LEGALLY BINDING CONTRACTS UNDER THE LAW(S) APPLICABLE IN YOUR COUNTRY OF RESIDENCE OR, IN THE CASE OF LEGAL ENTITIES, IN THEIR COUNTRY OF FORMATION, INCORPORATION AND/OR DOMICILIATION, YOU MAY NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY. IF YOU DO NOT QUALIFY,

PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.

4.2 For avoidance of doubt, we shall not be responsible for any unauthorized access and/or use by Minors of our Online Trading Facility in any way or manner and we are not responsible for determining whether any Transactions and/or Contracts you may enter into via our Online trading Platform are suitable, appropriate or advisable to you.

4.3 In accordance with the foregoing, you hereby represent and warrant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you are an individual who, or a Legal Entity that, can form legally binding contracts under the laws applicable in your country of residence, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation; (b) if you are an individual, that you are above the age of 18 or otherwise

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abovethelegalageinyourcountryofresidence;(c)thatalloftheinformationprovidedbyyoutousforthepurposesof,or in thecontextof,openinganaccountwithusand/oraccessingand/orusingourOnlineTradingFacility(inparticular,but withoutlimitation,inyourAccountOpeningApplicationForm(s))iscorrectandcurrent;(d)thatyouhaveallnecessaryrights, power,andauthoritytoenterintothisAgreementandtoperformtheactsrequiredofyouhereunder;(e)thatyouarenota politicallyexposedpersonandyoudonothaveanyrelationship(*e.g.*,relative,associate,etc...)withapersonwhoholdsorheld during thelasttwelve(12)monthsanypublicposition.

4.4 To theextentthatthepartyintendingtoopenanAccountwithusorintendingtoaccessand/oruseourOnlinetradingFacility is a LegalEntity,yourepresentandwarrantthatyouarelegallyauthorizedtobindsuchLegalEntityforthepurposesofthis Agreementand/ortheservicestobeprovidedhereunder,andthatyourexecutionand/oracceptanceofthisAgreement,as providedherein,shallbebindingon,andenforceableagainst,suchLegalEntity,foranyandallpurposesandintentsofthis Agreement.

IF ANY OFTHESTATEMENTSSETFORTHINTHEIMMEDIATELYPRECEDINGPARAGRAPHISUNTRUEORINACCURATEWITH RESPECTTOYOU,PLEASEINFORMOURCLIENTSUPPORTTEAMIMMEDIATELYINWRITINGANDWESHALLINFORMYOUIF, HOW AND/ORWHETHERYOUMAYCONTINUETOACCESSAND/ORUSEOURONLINETRADINGFACILITY.

4.5 In agreeingtotheseTermsandConditions,youauthoriseus,oragentsactingonourbehalftoinvestigateyourcreditstanding and in connectiontherewithtocontactsuchbanks,financialinstitutionsandcreditagenciesasweshalldeemappropriateto verify suchinformation.Youfurtherauthoriseustoinvestigateanycurrentandpastinvestmentactivity,andinconnection therewith, to contact such, exchanges, broker/dealers, banks, and others as we shall deem appropriate.

5. EXPERIENCE AND KNOWLEDGE IN FINANCIAL MATTERS

5.1 Furthermore,ourOnlineTradingFacilityisavailableonlyto,andmayonlybeusedbyPersonswhohavesufficientexperience and knowledgeinfinancialmatterstobecapableofevaluatingthemeritsandrisksofaccessingand/orusingourOnlineTrading FacilityandenteringintoTransactionsandContractsviaourOnlineTradingFacilityandwhohavedonesowithoutrelyingon any informationcontainedon,orinourOnlineTradingFacilityand/orotherwiseprovidedbyusinrelationthereto.

5.2 In accordancewiththeforegoing,youherebyrepresent,warrantandcovenant,withoutprejudicetoanyotherrepresentations, warrantiesand/orcovenantsmadeunderthisAgreement:(a)thatyouhavesufficientexperienceandknowledgeinfinancial matterstobecapableofevaluatingthemeritsandrisksofenteringintoTransactionsand/orContractsviaourOnlineTrading Facility;(b)thatyouhavedonesowithoutrelyingonanyinformationcontainedonorinourOnlineTradingFacilityand/or otherwiseprovidedbyusinrelationthereto:(c)thatyouactasPrincipalandsolebeneficialowner(butNOTastrustee)in enteringintothisAgreementand/oranyTransactionsand/orContractsviaourOnlineTradingFacility;(d)that,regardlessofany subsequentdeterminationtothecontrary,tradinginfinancialcontracts,Transactionsand/orContractsviaourOnlineTrading Facility(andinsuchotherinvestmentsaswemayfromtimetotimeagree)issuitableforyouandthatyouareawareofallrisks involvedwithsuchTransactionsand/orContracts;(e)thatyouarewillingandfinanciallyabletosustainatotallossoffunds resultingfromanyTransactionsand/orContractsenteredintoviaourOnlineTradingFacility;and(f)thatyouhaveread,and fully understood,the"***RiskWarnings&Disclaimers***"onourOnlineTradingFacility.

5.3 Without prejudice to any of the foregoing, we shall not be responsible for verifying and/or checking whether you have sufficient knowledge and/or experience for accessing and/or using our Online Trading Facility and/or entering into financial contracts via our Online Trading Facility, nor shall we be responsible for any damages and/or losses incurred by you as a result of insufficient knowledge and/or experience.

IF YOU DO NOT QUALIFY, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.

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6. LEGAL RESTRICTIONS

6.1 Without limiting any of the foregoing, our Online Trading Facility is NOT available where it is illegal to access and/or use, and we reserve the right to refuse, decline and/or cancel our Online Trading Facility and/or any part or component thereof, at our sole discretion and for any reason, at any time, without being obliged to provide you with any explanation or justification thereof.

6.2 In that regard, you understand that the laws regarding financial contracts vary throughout the world, and that it is ***your***, and only ***your*** obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation, with regard to accessing and/or using our Online Trading Facility. For avoidance of doubt, the ability to access our Online Trading Facility does NOT necessarily mean that our Online Trading Facility, and/or any activities you may undertake through it, is/are legal under the laws, regulations or directives relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation.

IF OUR ONLINE TRADING FACILITY, AND/OR ANY ACTIVITIES YOU MAY UNDERTAKE THROUGH IT, IS/ARE NOT LEGAL UNDER THE LAWS, REGULATIONS OR DIRECTIVES RELEVANT TO YOUR COUNTRY OF RESIDENCY, OR, IN THE CASE OF A LEGAL ENTITY, IN ITS COUNTRY OF FORMATION, INCORPORATION AND/OR DOMICILIATION, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.

6.3 Our Online Trading Facility does NOT constitute, and may NOT be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any Person to whom it is unlawful to make such an offer and/or solicitation. Access to and/or use of our Online Trading Facility, and the offering of financial contracts via our Online Trading Facility, may be restricted in certain jurisdictions, and, accordingly, users accessing our Online Trading Facility are required to inform themselves of, and to observe, such restrictions.

IMPORTANT NOTE: WE DO NOT ACCEPT ANY TRADING FROM CLIENTS RESIDING IN THE UNITED STATES. WE RESERVE THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR PRE-CONDITIONS TO ACCEPT CLIENTS RESIDING IN OR FROM SPECIFIC COUNTRIES AT ANY TIME AND AT OUR SOLE AND EXCLUSIVE DISCRETION, WITHOUT BEING OBLIGED TO PROVIDE ANY EXPLANATION OR JUSTIFICATION.

7. AMENDMENTS

7.1 We reserve the right to amend, alter, modify, delete or add to any of the provisions of this Agreement at any time and at our sole discretion, without giving any advance or prior notice.

7.2 When these Terms and Conditions are modified (hereinafter referred to as "***Changes***") we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is ***your*** duty to consult and/or to check regularly this Agreement on our Online Trading Facility regarding any such Changes. Therefore, you should review these pages from time to time so as to ensure that you will be aware of any such Changes.

7.3 All amended terms shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner.

7.4 Your continued access and/or use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified.

IF YOU DO NOT WISH TO BE BOUND BY SUCH CHANGES, YOU SHOULD CEASE TO ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING, IMMEDIATELY.

7.5 Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

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8. MOST RECENT VERSION OF THE AGREEMENT

8.1 This is the most recent version of this Agreement, as released and posted as of January 15th, 2013. This version of the Agreement modifies, replaces and supersedes all prior versions of this Agreement.

8.2 The previous version of this Agreement is effective for all transactions that were not closed on or before January 15th, 2013 made by users who registered before January 15th, 2013.

A copy of this Agreement may be printed and retained in your files.

9. ENTIRE AGREEMENT - SEVERABILITY

9.1 This Agreement (together with its annexes, appendices, addenda, attachments, schedules and exhibits and/or amendments) represents the entire agreement between you and us concerning the access and use of our Online Trading Facility and it cancels and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter hereof, superseding any other communications or understandings between you and us, except as determined and/or stated otherwise "*in the terms agreed upon by mutual consent of the Parties*".

9.2 Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Laws, Rules and/or Regulations. Whenever there is any conflict and/or discrepancy between any provision of this Agreement and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

9.3 Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.

9.4 With respect to the provisions of this Agreement, which are held to be invalid or unenforceable, in whole or in part, the Parties will negotiate in good faith with the intention to replace the void provision with a valid one that in its economic effect complies best with the void provision in a manner consistent with their joint intention as expressed herein and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

9.5 Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

10. DEFINITIONS

10.1 For the purpose of this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the meanings assigned to them in the defined terms that are set forth in bold and italics: (A) hereinafter, under the heading "***Definitions***"; and (B) throughout this Agreement:

(1) "***Account***", when used in this Agreement, unless the context otherwise requires, shall mean, the uniquely assigned account that is created for a client when such client opens a trading account with us;

(2) "***Account Detailed Report***" or "***Account Summary***", when used in this Agreement, unless the context otherwise requires, shall mean a statement of a client's securities portfolio, open positions, Margin requirements, cash deposit etc…, at a specific point in time;

(3) "***Account Opening Application Form(s)***", when used in this Agreement, unless the context otherwise requires, shall mean the account opening documentation and forms posted on our Online Trading Facility, which need to be

completed byprospective clients for the purpose of opening an Account with us; we reserve the right to refuse and/or decline youraccount opening application(s), at our sole discretion and for any reason, without being obliged to provide any explanation or justification;

(4) "***Agent***", when used in this Agreement, unless the context otherwise requires, shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity, but in his/its own name;

(5) "***Authorized Person***", when used in this Agreement, unless the context otherwise requires, shall mean a person authorized by a client under a limited power-of-attorney, in accordance with these Terms and conditions, to represent such client and give Instructions to us;

(6) "***Act***", when used in this Agreement, unless the context otherwise requires, shall mean, collectively, *Cyprus Law 144(I)/2007 of 26 October 2007* and *Cyprus Law 106(I)/2009 of 23 October 2009*, which implemented 'MiFID' in Cyprus law and which provide for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and other related matters, as the same may be modified and amended from time to time;

(7) "***Affiliate***" of a company or Person, when used in this Agreement, unless the context otherwise requires, shall mean any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such company or Person; for purposes of this definition, the term "***control***" (including, with correlative meaning, the terms "***controlled by***" and "***under common control with***"), as used with respect to a company or Person in this Agreement, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such company or Person, whether through ownership of voting securities or otherwise;

(8) "***Agreement***", when used herein, unless the context otherwise requires, shall mean this Agreement, inclusive of all of its annexes, appendices, addenda, attachments, schedules and exhibits and amendments, as the same may be in force from time to time and modified or amended from time to time;

(9) "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***", when used in this Agreement, unless the context otherwise requires, shall mean, collectively, *Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing*, as implemented in Cyprus law by *Cyprus Law No. 188(I)/2007 and Cyprus Law No. L58(I)/2010 on the prevention and suppression of money laundering and terrorist financing*, as the same may be in force from time to time and modified or amended from time to time;

(10) "***Anti-Spam Legislation***", when used in this Agreement, unless the context otherwise requires, shall mean, collectively, *Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of Personal Data and the protection of privacy in the electronic communications sector* ("***Directive on Privacy and Electronic Communications***"), as implemented in Cyprus law by the *Cyprus Regulation of Electronic Communications and Postal Services Law of 2004 (Law 12 (I) / 2004), which deals with unsolicited communications (spam)* and the *Cyprus Processing of Personal Data (Protection of the Individual) Law of 2001, and its amendment (Law No. 37(I)/2003)*, as the same may be modified and amended from time to time, as well as and any other applicable local, state, federal and international laws, rules and regulations pertaining to the use of unsolicited electronic communications of the countries, jurisdictions in which either one of the Parties and/or the recipients of any of our marketing and customer referral services, are incorporated, residing and/or located, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, as the same may be in force from time to time and modified or amended from time to time;

(11) "***Applicable Laws and Regulations***", when used in this Agreement, unless the context otherwise requires, shall mean, collectively, (A) ***MIFID***, (B) the ***Act***, (C) the ***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***, (D) the ***Anti-Spam Legislation***, (E) the ***Personal Data Protection Legislation***, as well as (G) any other rule or regulation of a relevant governmental and/or regulatory authority, the rules of any relevant investment exchange and/or any other relevant applicable local, state, federal and international laws, rules and regulations of the countries, jurisdictions in which either one of the Parties is residing, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, as the same may be in force from time to time and modified or amended from time to time;

(12) "***Associate***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeananundertakinginthesame corporate group as us, a Representative whom we or an undertaking in the same group as us may appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest betweenusandthem;

(13) "***Balance***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeanthebalanceofaclient's Accountafter thelastAccounttransaction(s)made,withinanygivenperiodoftime;

(14) "***BusinessDay***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeananycalendarday(except any Saturday or Sunday), beginning at 00:00 GMT + 2 and ending at 23:59 GMT + 2, on which banks in Cyprus areopen forbusiness;

(15) "***CFDContract"or"CFD(s)***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeanacontract which is a 'contact for differences' by reference to fluctuations in the price of the relevant underlying Security or index; trading in CFDs is trading on the outcome of the price of an underlying exchange instrument (*e.g.* an equity, currency or futures), whereby such tradingdoes not occur on a recognized or regulated "*exchange*";tradingin CFDs is not subject to deliveryoftheunderlyingexchangeinstrument and/oranyotherinterest;accordingly,theresultoftradinginCFDsisthe differencebetweensellandbuyCFDtransactionsonly;

(16) "***Client***"or"***client***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmean"***you***"or"**your**"and, in moregeneralterms,anyPerson(A)whoisinterestedinTransactionsand/orContracts,(B)whoentersorhasentered our Online Trading Facility, and/or (C) who has submitted to us all required Account Opening Application Form(s) - includingineachinstance,withoutlimitation,anoriginalcertifiedunexpiredgovernment-issuedidentificationevidencing nationality, residence and bearing a photograph (*e.g.*, driver's license, passport, Government residency card, or similar identification), and a valid recent official utility (water, gas, electricity, etc.) bill or bank statement, in each instance not more than three (3) months old, showing name and address, as required under any relevant "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***", obligations and/or procedures applicable to us, and whom has been accepted as a client by us in accordance with the terms of this Agreement, in the manner set forth herein, and to whomServiceswillbeprovidedbyus;

(17) "***ClientClassification***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeanouroverall, product-,ortransactionspecificclassificationofclients,inaccordancewithMiFID;

(18) "***Collateral***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeananysecuritiesorother assets deposited with us as a continuing Security and collateral for the payment and discharge of all obligations owing to usinrelationtoanyServicesprovidedbyusunderand/orpursuanttothisAgreement;

(19) "***Commission,Charges&MarginSchedule***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shall meanthescheduleofcommissions,charges,Margin,interest andotherrateswhichatanytimemay beapplicabletoour Services as determined by us on a current basis; the Commission, Charges & Margin Schedule is available on our Online TradingFacilityandmaybesuppliedseparatelyondemand;

(20) "***ConflictofInterestPolicy***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeanour prevailing policy regarding conflicts of interest, which is posted on our Online Trading Facility and may be supplied separatelyondemand;ourConflictsofInterestPolicyisapolicyonly,itisnotpartofourTermsandConditionsof Business and is not intended to be contractually binding or impose or seek to impose any obligations on us which we would not otherwise have, but for the *Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007)*;wereservetherighttoreviewand/oramendourConflictsofInterestPolicyatoursolediscretion,whenever wedeemfitor appropriate;

(21) "***Contract***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeananycontract,whetheroral or written,forthepurchaseorsaleofanycommodity,security,currencyoranyotherSupportedFinancialInstrumentor property, including, without limitation, any derivative contracts, such as CFDs or other transactions related thereto, enteredintobyand betweenusandourclient(s);

(22) "***Counterpart(y)ies***",whenusedinthisAgreement,unlessthecontextotherwiserequires,shallmeanbanksand/or

brokers through whom we may cover our transactions and/or Contracts with client(s);

(23) "***Credit Limitation***", when used in this Agreement, unless the context otherwise requires, shall mean the existence of a restriction on the ability to trade with a Client based on our credit exposure/Margin requirements towards such client;

(24) "***Credit Support Provider***", when used in this Agreement, unless the context otherwise requires, shall mean any person who has entered into any guarantee, hypothecation, agreement, Margin or Security agreement in our favour, in respect a client's obligations under this Agreement;

(25) "***Dealable Quote***", when used in this Agreement, unless the context otherwise requires, shall mean a Price Quote that by its terms is capable of being used for the purpose of effecting a Transaction and/or Contact;

(26) "***Deal Request***", when used in this Agreement, unless the context otherwise requires, shall mean an electronic message sent by a the client via our online Trading Facility, requesting us to enter into a purchase Transaction or sale Transaction at our prevailing Price Quote for such Transaction and/or Contract, as displayed on our Online Trading Facility;

(27) "***Deal Response***", when used in this Agreement, unless the context otherwise requires, shall mean, with respect to a particular Deal Request sent by a the client to us via our online Trading Facility, an electronic message sent by us to such client via our Online Trading Facility, acknowledging receipt of the Deal Request and confirming, whether or not we have agreed to accept the terms of the Deal Request submitted by the client and, as the case may be, acknowledging the execution of a purchase Transaction or sale Transaction requested by the client by means of his/her/its Deal Request;

(28) "***Delegated Reporting Service***", when used in this Agreement, unless the context otherwise requires, shall mean, the Services contemplated in clause 78 of these Terms and Conditions;

(29) "***Deposit(s)***", when used in this Agreement, unless the context otherwise requires, shall mean the funds deposited and/or transferred by clients into their Account(s) with us;

(30) "***Durable Medium***", when used in this Agreement, unless the context otherwise requires, shall mean any instrument which enables clients to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;

(31) "***Effective Date***", when used in this Agreement, unless the context otherwise requires, shall mean the date on which this Agreement enters into effect, as indicated on the confirmation e-mail sent by us to a client, indicating that such client's ***Account Opening Application Form(s)*** has/have been accepted;

(32) "***Electronic Messaging***", when used in this Agreement, unless the context otherwise requires, shall mean any form of electronic communication we use to communicate with our clients about our Online Trading Facility (including, without limitation, with reference to any Transaction(s) or Contract(s) entered into via our Online Trading Facility), including, but not limited to, electronic mail, whether or not within the framework of our Online Trading Facility itself and/or within the Online Trading Facility's mailbox(es);

(33) "***Electronic Services***", when used in this Agreement, unless the context otherwise requires, shall mean a service provided by us, for instance, an internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or other electronic Order routing system;

(34) "***Electronic Trading Platform(s)***", when used in this Agreement, unless the context otherwise requires, shall mean the online electronic trading platform(s) that is/are made available by us to our clients for placing Orders, requesting Price Quotes for Transactions and/or Contracts, receiving price information and market related news as well as having a real-time revaluation of their open positions, through the Internet, where Transactions and/or Contracts in "***Financial Instruments***" can be processed through deal Requests and Deal Responses, Settlement/Trade Confirmations can be issues, Accounts can be managed and historical data can be stored and managed;

(35) "***Eligible Counterparty***", when used in this Agreement, unless the context otherwise requires, shall mean a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs. the following transactions or services can be executed without complying with the rules on conduct of business, best execution or client Order handling:

a. execution of Orders, and related ancillary service;

b. dealing on own account, and related ancillary service;

c. reception and transmission of Orders, and related ancillary services;

For purposes of client categorization/classification under MiFID, Eligible Counterparties include the following:

- investment firms;
- credit institutions;
- insurance companies,
- undertakings for the collective investment in transferable securities;
- pension funds and their management companies;
- Persons whose main business consists of dealing on own account in commodities, commodity derivatives or both unless those persons are part of a group the main business of which is the provision of - (i) investment services or (ii) one or more of the services specified in Annex I of Directive 2006/48/EC and/or; Firms which provide investment services, perform investment activities, or do both, and in doing so deal only on own account on markets in one or more of -(i) financial futures, (ii) options, or (iii) other derivatives and on cash markets for the sole purpose of one or both of - (I) hedging positions on derivatives markets, and (II) dealing for the accounts of other members of those markets or making prices for them, where the markets are guaranteed by clearing members of the same markets and responsibility for ensuring the performance of contracts entered into by those firms is assumed by clearing members of the same markets;
- national governments and their corresponding offices including public bodies that deal with public debt, central banks and supranational organizations; and
- EU entities recognised as eligible counterparties by the law of their home State;

(36) "***EMIR***", when used in this Agreement, shall mean Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012;

(37) "***EMIR and Supporting Regulation***" has the meaning given to it in clause 76.1 of these Terms and Conditions;

(38) "***Equity***", when used in this Agreement, unless the context otherwise requires, shall mean the "capital value" of an Account at the present time; it is calculated by (a) taking the total value of all open positions relating to the Transactions and/or Contracts generated through the Account, adjusted with all '*Floating Profit/Loss*' and with all relevant 'rollover rates' and/or 'swaps', and by adding that value to the Account Balance;

(39) "***Event of Default***", when used in this Agreement, unless the context otherwise requires, shall have the meaning given to this term in Section 89 hereinafter;

(40) "***FATCA***" when used in this Agreement, unless the context otherwise requires, shall mean:

a. sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance;

b. any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental

agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (39)(i) above;

c. any agreement pursuant to the implementation of paragraphs (39)(i) or (39)(ii) above with any governmental authority;

(41) "***Financial Instrument(s)***", when used in this Agreement, unless the context otherwise requires, shall mean (a) CFDs on currencies, equities, precious metals, financial indices, future contracts and any other trading tools; (b) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash; (c) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event); (d) Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or Multilateral Trading Facility (or MTF); (e) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (d) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular Margin calls; (f) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular Margin calls; (g) such other investments instruments that may be offered for trading on or through our Online Trading Facility;

(42) "***Fraud Traffic***", when used in this Agreement, unless the context otherwise requires, shall mean Deposits or traffic generated towards our Online Trading Facility through illegal means or in bad faith to defraud the system, regardless of whether or not it actually causes us any harm; Fraud Traffic shall include, but shall not be limited to, Spam, false advertising and deposits generated on stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions (including, without limitation, "sniping" or "scalping" hereinafter, collectively, referred to as "arbitrage", 'cash back arbitrage', 'interest arbitrage and/or 'churning'), offers to share commission(s) or bonuses directly or indirectly with traders, and any other unauthorized use of any third party accounts, copyrights or trademarks;

(43) "***Floating Profit/Loss***", when used in this Agreement, unless the context otherwise requires, shall mean the unrealized profit (loss) of open positions relating to Transactions and/or Contracts in Supported Financial Instruments, generated through an Account at current prices of the Underlying Instruments (currencies, contracts or stocks, equity indexes, precious metals or any other commodities) available for trading;

(44) "***Free Margin***", when used in this Agreement, unless the context otherwise requires, shall mean the funds not used as guarantee to open positions relating to Transactions and/or Contracts entered into through an Account; it is calculated by taking the Equity in the Account and subtracting the Margin required to open positions relating to Transactions and/or Contracts entered into through the Account;

(45) "***Indicative Quote***", when used in this Agreement, unless the context otherwise requires, shall mean a Price Quote other than a Dealable Quote;

(46) "***Intellectual Property Assets***", when used in this Agreement, unless the context otherwise requires, shall mean: (a) our Online Trading Facility; (b) our Services; (c) any other of our platforms or Software (including, without limitation, Demos and any relevant System Documentation and/or users' manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information transmitted via our Online Trading Facility or otherwise, including, without limitation, all Intellectual Property Rights, directly or indirectly pertaining thereto;

(47) "***Intellectual Property Rights***", when used in this Agreement, unless the context otherwise requires, shall mean all intellectual property rights such as; patents, trademarks, service marks, word marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, marketing materials and other identifying materials, in all forms whether or not registered or capable of

registrationand any other rights relating to intellectual property in accordance with and/or under and/or pursuant to ApplicableLaws, Rules and Regulations;

(48) "***Inside Information***", when used in this Agreement, unless the context otherwise requires, shall mean non-published information which is likely to have a noticeable effect on the pricing of a Transaction and/or Contract if it was made public;

(49) "***Instruction(s)***", when used in this Agreement, unless the context otherwise requires, shall mean dealing instructions and/or Orders given to us electronically via our Online Trading Facility; we may, at our sole discretion (but shall under no circumstances be obliged to do so) accept instructions from you in writing (including fax), by e-mail or other electronic means, or orally (including by telephone through our dealing department at the designated phone number specified on our Online Trading Facility or as otherwise notified to you in writing;

(50) "***Introducing Broker***", when used in this Agreement, unless the context otherwise requires, shall mean a financial institution or advisor which may be remunerated by us and/or our clients for referring of clients to us and/or for the provision of advice to such clients and/or execution of such clients' Transactions and/or Contracts towards us;

(51) "***Margin***", when used in this Agreement, unless the context otherwise requires, shall mean the necessary guarantee funds to open positions relating to Transactions and/or Contracts entered into through an Account, as determined in and/or required under the 'Spreads and Conditions Schedule' posted on our Online Trading Facility;

(52) "***Margin Call***", when used in this Agreement, unless the context otherwise requires, shall mean a mandatory request issued by us to increase the Margin deposited in a client's Account in order to secure the open positions relating to Transactions and/or Contracts entered into through an Account; when the Margin posted in an Account is below the minimum Margin requirement, we may, but shall have no obligation whatsoever, issue a Margin Call and in this case the client will have to either increase the Margin that he/she has deposited in his/her Account, or to close out his/her position(s); if the client does not do any of the aforementioned and the Account reaches the defined Stop-out Level, we shall be entitled to close all open positions relating to the Transactions and/or Contracts entered into through the Account; in that regard, it should be noted that our Online Trading Facility operates with an automated risk monitoring, Margin Call and Stop-out facility designed to monitor the overall utilization of clients' available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts they are entering into via our Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading Facility;

(53) "***Margin Call Level***", when used in this Agreement, unless the context otherwise requires, shall mean the Margin Level required to maintain your open positions, which is currently set at 50% of the Margin required to maintain your open positions; accordingly, if the equity in your Account drops to 50% of the Margin Level required to maintain your open positions, you will receive a Margin Call; this is a warning message that the equity in your Account is not enough to support your open positions; at this point, you will not be able to take any new position and you will have the option to deposit sufficient money in order to maintain your open positions or to close out some or all of your position(s); when you have losing positions, your Margin Level will go down and may become close to the Margin Call Level; when you have winning positions, your Margin Level will go up and the Margin Call Level may become more remote;

(54) "***Margin Level***", when used in this Agreement, unless the context otherwise requires, shall mean an index calculated as follows: Equity/Margin;

(55) "***Margin Trade***", when used in this Agreement, unless the context otherwise requires, shall mean shall mean a Transaction and/or Contract opened and maintained based on a Margin deposit, as opposed to a Transaction and/or Contract based on a purchase price;

(56) "***Market"***, when used in this Agreement, unless the context otherwise requires, shall mean any regulated market, or multilateral trading facility on which Underlying Instruments are being traded;

(57) "***Market Disruption***", when used in this Agreement, unless the context otherwise requires, shall mean, with respect to any Financial Instrument, the occurrence of any event or condition which in our good faith opinion has a (a) material

influence onthe liquidity of, or volatility of foreign exchange rates for, the relevant Underlying Instrument; (b) material influence onthe settlement of transactions in relevant Underlying Instruments and, therefore, on the settlement of related Financial Instruments; or (c) impairs our ability to provide Price Quotes which reflect the supply and demand for relevant Financial Instrument, due to the fact that the settlement of the relevant Underlying Instruments is impaired;

Market Disruption shall include but not be limited to, the imposition by any government authority, central bank or multinational organization of material restrictions or limitations on the trading, transfer or settlement of transactions in any Underlying Instrument(s) (such as, the imposition of price controls, currency exchange controls, mandatory exchange rates with respect to a particular Underlying Instrument or a Force Majeure Event), which have or may have a material influence on the settlement of Transactions and/or Contracts in related Financial Instruments;

(58) "***Market Maker***", when used in this Agreement, unless the context otherwise requires, shall mean a professional participant in the financial markets who continuously quotes both a buy and a sell price in Financial Instruments or commodities held in inventory in order to buy and sell respectively in the event of interested clients, hoping to make a profit on the bid-offer spread, or turn; as such, market makers are net sellers of an option to be adversely selected at a premium proportional to the trading range at which they are willing to provide liquidity; being a Market Maker, we are the client's immediate counterpart in relation to any Transaction and/or Contract entered into by a client via our Online Trading Facility;

(59) "***Market Rate***", when used in this Agreement, unless the context otherwise requires, shall mean, at any given time, the rate conclusively determined (in the absence of manifest error) by a Party to be the market rate available to that Party in the Market at such time for the purchase of a specified Financial Instrument, with a second specified Financial Instrument for delivery on a specified date;

(60) "***Market Rules***", when used in this Agreement, unless the context otherwise requires, shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of purchase and/or sale transactions in in Underlying Instruments, and/or any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

(61) "***MIFID***", when used in this Agreement, unless the context otherwise requires, shall mean *Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments* amending *Council Directives* 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing *Council Directive 93/22/EEC* (the "***Markets in Financial Instruments Directive (2004/39/EC)***", as the same may be in force from time to time and modified or amended from time to time;

(62) "***Netting Transaction***", when used in this Agreement, unless the context otherwise requires, shall mean a transaction which is intended to be subject to the clauses entitled "Netting" hereinafter, and for such purposes is identified as a "Netting Transaction" herein or by its own terms;

(63) "***Non-Professional User***", when used in this Agreement, unless the context otherwise requires, shall mean a Person who: (a) subscribes to our Online Trading Facility as a private individual and in a personal capacity; (b) is not currently registered or qualified as a professional securities trader, investment adviser or investment manager with any national or state exchange, regulatory authority, professional association or recognised professional body; (c) does not currently act in any professional capacity as a securities trader, an investment adviser or an investment manager whether or not he has at some time been qualified to do so; and (d) uses the Online Trading Facility solely in relation to the management of his own personal funds and not as a trader to the public or for the investment of corporate funds;

(64) "***Online Trading Facility***", when used in this Agreement, unless the context otherwise requires, shall mean, collectively and/or individually, as the context requires, all Website(s), Electronic Trading Platform(s), Software and/or Services provided by us, from time to time under and/or pursuant to the Terms of this Agreement;

(65) "***Order***" when used in this Agreement, unless the context otherwise requires, shall mean a client's Order to enter into a Transaction and/or Contract in respect of a particular Financial Instrument on conditions stipulated in the Order; by default, an Order is unlimited ("*GTC – Good Till Cancel*"), but we and/or the client may define the time of expiration of the Order; basic types of Order include the following: (a) a "***Market Execution Order***" which is an Order instantly

executed against a price that we have provided via our Online Trading Facility; the following features may be attached to a '***MarketExecution Order***': (i) '***Stop Loss***' (an Order to close a previously opened position at a price less profitable than the price atthe time of placing the limitation) is an Order to limit losses, whereas (ii) '***Take Profit***' (an Order to

close a previously opened position at a price more profitable than the price at the time of placing the limitation) is an Order to limit profits; and (b) a "***Pending Order***", which is an Order to be executed at a later time at the price specified in the Order; we will monitor a 'Pending Order' and when the price provided by us reaches the price specified in the Order, the Order will be executed at the best available price as per our Order Execution Policy; the following types of Pending Orders are available: (i) '***Buy Limit***' (an Order to purchase a Financial Instrument at or below a specified price; it is triggered when the market price touches or goes below the 'buy limit' price), (ii) '***Buy Stop***' (an Order to buy a Financial Instrument, which is entered at a price above the current offering price; it is triggered when the market price touches or goes through the 'buy stop' price); (iii) '***Sell Limit***' (an Order to sell a Financial Instrument at a specified price or better; it is triggered when the market price touches or goes through the 'sell limit' price); and (iv) '***Sell Stop***' (an Order to sell a Financial Instrument when it reaches a certain price; it is triggered when the market price touches or goes below the 'sell stop' price); the following features may also be attached to any '***Pending Order***': (i) '***Stop Loss***' and/or (ii) '***Take Profit***';

(66) "***Order Execution Policy***" when used in this Agreement, unless the context otherwise requires, shall mean our prevailing policy posted on our Online Trading Facility regarding best execution when executing client Orders; our Order Execution Policy is part of our Terms and Conditions of Business, which is a contractually binding agreement between us and our clients, and is incorporated herein by reference; it shall be applicable to all transactions between us and our clients, to the extent that it does not impose and/or does not seek to impose any obligations on us which we would not otherwise have, but for the *Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007)*;

(67) "***Over-the-Counter***" or "***OTC***", when used in this Agreement, unless the context otherwise requires, shall refer to '***Over-the-Counter***' trading (not on a regulated "*exchange*", or "*off-exchange*"); any Transaction and/or Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD, which is NOT traded on a regulated stock or commodity exchange, but is traded "***over-the-counter***", whether through a Market Maker, as described hereinabove, or otherwise;

(68) "***Party***", when used in this Agreement, unless the context otherwise requires, shall refer to us and/or our client(s), as the case may be, as it appears from the context in which this term is used in this Agreement; we and our client(s) may, collectively, be referred to in this Agreement as the "***Parties***";

(69) "***Person***", when used in this Agreement, unless the context otherwise requires, shall mean an individual, corporation, partnership, trustee, trust, regulatory body or agency, government or governmental agency or entity (however designated or constituted), or any unincorporated organization;

(70) "***Personal Data***", when used in this Agreement, unless the context otherwise requires, shall mean and, collectively, include any information relating: (i) to an identified or (ii) to a directly or indirectly identifiable, natural or legal Person, including, but not exclusively, any data on us, our employees, directors, shareholders, prospects, contacts and/or suppliers and and/or our client(s);

(71) "***Personal Data Protection Legislation***", when used in this Agreement, unless the context otherwise requires, shall mean, collectively, *Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data*, as implemented in Cyprus law by *Cyprus Law 138(I)2001 on the Processing of Personal Data (Protection of Individuals)*, as amended by *Cyprus Law of 2003 (37(I)2003) on the Processing of Personal Data (Protection of Individuals)*, as the same may be in force from time to time and modified or amended from time to time;

(72) "***Pip(s)***", when used in this Agreement, unless the context otherwise requires, shall mean the smallest numerical value of a Price Quote (the last digit to the right of the decimal point); 'Pip' value can be either fixed or variable depending on the currency pair (*e.g.* the pip value for EUR/USD is always $10 for standard lots, $1 for mini-lots and $0.10 for micro lots); the term "***Pip(s)***" is synonymous and interchangeable and may be used in this Agreement in an interchangeable way with the terms "***Point(s)***" and "***Tick(s)***"; "***fractional pip***" pricing includes an extra decimal place in the price Quote,

which meansthat the Price Quotes are more precise;

(73) "***Pricing Data***", when used in this Agreement, unless the context otherwise requires, shall mean all pricing data generated by the pricing engine integrated in our Online Trading Facility and fed to our Online Trading Facility on a real time/delayed/end of day/historical basis, specifying the market prices of the Supported Financial Instruments traded on our Online Trading Facility;

(74) "***Price Quote(s)***" or "***Quote(s)***", when used in this Agreement, unless the context otherwise requires, shall mean an electronic message disseminated via our Online Trading Facility containing a '***Transactional Ask Price***' and a '***Transactional Bid Price***' as well as other parameters such as indication of whether the Price Quote is considered as a '***Dealable Quote***' or an '***Indicative Quote***'; for the purposes hereof, the term "Dealable Quote", when used in this Agreement, unless the context otherwise requires, shall mean a Quote that by its terms is capable of being used for the purpose of effecting a Transaction, and the term "Indicative Quote", when used in this Agreement, unless the context otherwise requires, shall mean a Quote other than a Dealable Quote; the message update frequency on our Online Trading Facility may be changed at our sole discretion;

(75) "***Principal***", when used in this Agreement, unless the context otherwise requires, shall mean the individual person or the legal entity which is a party to a transaction (including, without limitation, these Terms and Conditions, Transactions, Contracts and or any other legally binding obligations, terms contracts and/or agreements);

(76) "***Privacy Polic(y)ies***", when used in this Agreement, unless the context otherwise requires, shall mean the "***Privacy Policy***" and the "***International Data Protection Policy***" published on our Website(s); please note that our Privacy Polic(y)ies is/are a policy only; our Privacy Polic(y)ies is/are not part of our Terms and Conditions of Business and is/are not intended to be contractually binding or impose or seek to impose any obligations on us which we would not otherwise have, but for *Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data*, as implemented in Cyprus law by *Cyprus Law 138(I)2001 on the Processing of Personal Data (Protection of Individuals)*, an amended by *Cyprus Law of 2003 (37(I)2003) on the Processing of Personal Data (Protection of Individuals)*, as the same may be in force from time to time and/or modified or amended from time to time; we reserve the right to review and/or amend our Privacy Polic(y)ies and arrangements, at our sole discretion, whenever we deem fit or appropriate;

(77) "***Professional Client***", when used in this Agreement, unless the context otherwise requires, shall mean a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs; in order to be considered a Professional Client for purposes of client categorization/classification under MiFID, the client must comply with the following criteria:

a. Entities which are required to be authorised or regulated to operate in the financial markets (with the exception of institutions noted under the definition of "***Eligible Counterparty***");

b. Entities meeting two of the following Large undertakings size requirements on a company basis:

- balance sheet total: €20.000.000,-
- net turnover; €40.000,000,-
- own funds; €2,000,000,-

c. Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions (with the exception of institutions noted under the definition of "***Eligible Counterparty***");

(78) "***Prohibited Software***", when used in this Agreement, unless the context otherwise requires, shall mean any software that gives traders an unfair advantage; items that fall into this category shall include, but shall not be limited to, specialized software programs that are designed to exploit possible price latencies on our Online Trading Facility or that allow for the use of technological and/or algorithmic trading pattern that are aimed at exploiting price latency arbitrage opportunities on our Online Trading Facility as further specified, without limitation, in Section 53 hereinafter;

(79) "***Representative(s)***", when used in this Agreement, unless the context otherwise requires, shall mean directors, officers, employees, lawyers, advisers, agents, licensees or other authorized representatives;

(80) "***Retail Client(s)***", when used in this Agreement, unless the context otherwise requires, shall mean any client who is not a 'Professional Client' for purposes of client categorization/classification under MiFID;

(81) "***Rollover Fee(s)/Swap(s)***", when used in this Agreement, unless the context otherwise requires, shall mean is the interest added to or deducted from a client's Account for rolling over (holding/transferring) open positions relating to Finance Transactions generated through an Account, to the next day; Rollover Fee/Swap rates are calculated as the overnight interest rate differential between the two currencies on which the position is held depending on the position type (Buy (Long) / Sell (Short); Rollover Fees/Swaps are charged on the client's Account only on the positions kept open to the next trading day; Rollover Fees/Swaps are calculated and applied on every trading night; although there is no rollover on Saturdays and Sundays when the markets are closed, banks still calculate interest on any position held over the weekend; to level this time gap, we apply a 3-day rollover strategy on Wednesdays; accordingly, on Wednesday night rollover/swaps are charged at triple rate; please note that Rollover Fees/Swap rates are subject to change at our sole discretion;

(82) "***Security***", when used in this Agreement, unless the context otherwise requires, shall mean any cash, securities or other assets deposited with us by way of Collateral;

(83) "***Services***", when used in this Agreement, unless the context otherwise requires, shall mean the services to be provided by us to our client(s) construed by these Terms and Conditions; the term "***Services***" shall be inclusive of any dealing, Order routing, advisory or other services, which we provide from time to time to our client's by remote access to our Online Trading Facility via the Internet and which are subject to these Terms and Conditions;

(84) "***Settlement Confirmation***" or "***Trade Confirmation***" or "***Settlement/Trade Confirmation***", when used in this Agreement, unless the context otherwise requires, shall mean a notification from us to a client confirming the client's entry into a Transaction and/or Contract;

(85) "***Spreads and Conditions Schedule***", when used in this Agreement, unless the context otherwise requires, shall mean the schedule of spreads, charges, Margin, interest and other rates which at any time may be applicable to our Services, as determined by us on a current basis; the Spreads and Conditions Schedule is available on our Online Trading Facility and may be supplied to our clients on demand;

(86) "***Spyware***", when used in this Agreement, unless the context otherwise requires, shall mean a type of malware that can be installed on computers, and which collects small pieces of information about users without their knowledge; the presence of spyware is typically hidden from the user, and can be difficult to detect; typically, spyware is secretly installed on the user's personal computer;

(87) "***Stop-out***", when used in this Agreement, unless the context otherwise requires, shall mean the situation where, because of the equity in an Account reaches the Stop=out Level (*i.e.* drops below the Margin Level required to maintain open positions – see below), our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory;

(88) "***Stop-out Level***", when used in this Agreement, unless the context otherwise requires, shall mean the level of equity in an Account where our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory; for executive and standard account holders the Stop-out Level is equal to 20% of the Margin Level required to maintain open positions. For mini and micro account holders the Stop-out Level is 20% of the Margin required to maintain open positions;

(89) "***Supported Financial Instruments***", when used in this Agreement, unless the context otherwise requires, shall mean the Financial Instruments for which we provides quotations via the Online Trading Facility, *i.e.*, contracts for differences,

spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof, as well as and/or any other derivative financial instrument on which we both agree, in this Agreement, or otherwise "*in the terms agreed upon by mutual consent of the Parties*"; we reserve the right to modify the Supported Financial Instruments quoted through our Online Trading Facility at any time without prior notice, without being obliged to provide you with any explanation or justification;

(90) "***System Disruption(s)***", when used in this Agreement, unless the context otherwise requires, shall mean the occurrence of any event which in our good faith opinion materially prevents or limits our ability or our clients' ability from accurately and completely (i) distributing or receiving 'Price Quotes', 'Deal Requests' or 'Deal Responses'; or (ii) recording or maintaining the terms of any Transactions and/or Contracts; or (iii) entering into related hedging transactions on an automated basis;

(91) "***Terms***", when used in this Agreement, unless the context otherwise requires, shall mean these Terms and Conditions governing our clients' relationship with us;

(92) "***Transaction***", when used in this Agreement, unless the context otherwise requires, shall mean any transaction subject to this Agreement, and shall include, without limitation: (a) transactions in Supported Financial Instruments (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); (b) transactions, which are matched with any such Supported financial Instruments (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); and/or (c) any other transaction which we both agree, in this Agreement, or otherwise "*in the terms agreed upon by mutual consent of the Parties*", shall be a Transaction;

(93) "***MurrenTrade***" or "***we***" or "***our***" or "***us***", when used in this Agreement, unless the context otherwise requires, shall mean our Online Trading Facility and its operator, "***Trading Point of Financial Instruments Ltd.***", And any of its designated and permitted successors, assigns and those of its subsidiaries and affiliates that are identified further in this Agreement;

(94) "***MurrenTrade' Website(s)***" or "***the MurrenTrade Website(s)***" or our "***Website(s)***", when used in this Agreement, unless the context otherwise requires, shall mean the Website(s), which is/are privately labelled, owned and hosted by us, including, without limitation, the Website(s), which is/are privately labelled, owned and hosted by us at the following URL's: www.murrentrade.com and any related sub-domains, which is/are designed to attract and solicit and obtain online registrations from prospective, new clients and/or business partners who are interested in Transactions and/or Contracts, and their respective related pages;

(95) "***Transactional Ask Price***" or "***Ask Price***", when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the purchase of a Supported Financial Instrument can be entered into via the Online Trading Facility; the "***Transactional Ask Price***" or "***Ask Price***" is the price at which the market is willing to sell a certain Financial Instrument; it is the price that is set for the buying of a Financial Instrument when an Order to enter into a Contract for the purchase of a Supported Financial Instrument is placed via our Online Trading Facility;

(96) "***Transactional Bid Price***" or "***Bid Price***", when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the sale of a Supported Financial Instrument can be entered into via the Online Trading Facility; the "***Transactional Bid Price***" or "***Bid Price***" is the price at which the market is willing to buy a certain a Financial Instrument; it is the price that is set for the selling of a Financial Instrument when an Order to enter into a Contract for the sale of a Supported Financial Instrument is placed via our Online Trading Facility;

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11. INTERPRETATION

11.1 Any referenceinthisAgreement and its annexes, appendices, addenda, attachments, schedules and exhibits to a document being "*in thetermsagreed upon by mutual consent of the Parties*" shall mean, unless the context otherwise requires, that document intheterms mutually agreed upon by and between the Parties and for the purposes of identification and documentationthereof signed by each of the Parties, or such other terms as may be agreed upon by mutual agreement of the Parties and executedby each of the Parties in writing in substitution therefor.

11.2 In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires, references to any provision shall include such provision as from time to time amended, whether before, or on (in the case only of re-enactment or consolidation without substantive amendment) after the Effective Date, and shall be deemed to include provisions of earlier legislation which have been re-enacted (with or without modification) or replaced (directly or indirectly) by such provision, and shall further include all statutory instruments or Orders from time to time made pursuant thereto.

11.3 In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires: (a) the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa; (b) references to persons shall include individuals, bodies' corporate, un-incorporated associations and partnerships; (c) the headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement; (d) references to recitals, clauses and annexes, schedules and exhibits and any subdivisions thereof, unless a contrary intention appears, shall be to the recitals, clauses and annexes, schedules and exhibits and subdivisions of this Agreement.

11.4 The annexes, appendices, addenda, attachments, schedules and exhibits and the Pre-amble and Recitals set forth hereinabove form an integral part of this Agreement and shall be construed as having the same full force and effect as if they would be expressly set forth in the body of this Agreement.

11.5 Unless the context otherwise requires, any reference in this Agreement to a "*document*" shall be construed to include any '*electronic*' document.

11.6 Where any form of the word "*including*" appears in this Agreement, it will be interpreted as if followed by the phrase "*without limitation*", unless the context requires otherwise.

11.7 Where any form of the word "*Online Trading Facility*" appears in this Agreement, it will be interpreted as if followed by the phrase "*and/or any component or part thereof*", unless the context requires otherwise.

11.8 Where any of the words "*purchase*" and/or "*sale*" and/or "*buy*" and/or "*sell*" appear in this Agreement, unless the context otherwise requires, they will be read and construed as technical terms only, as this Agreement does NOT envisage the transfer of title to any Financial Instruments ("*delivery*") traded hereunder.

11.9 Whenever reference is made in this Agreement to 'us' or 'we', such reference shall be deemed to include, where appropriate, unless the context requires otherwise, to our directors, officers, shareholders, partners, members, employees, agents, Third Party Service Providers, Representatives and/or Affiliates (together our "***Associates***").

11.10 Words and phrases defined in the Rules shall have the same meaning in this Agreement, unless expressly defined otherwise in this Agreement and/or unless the context requires otherwise. If there is any conflict and/or discrepancy between words and phrases defined in the Rules and any such words and phrases defined in this Agreement, the meaning attributed to such words and phrases in this Agreement shall prevail.

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CHAPTER B: ACCESS AND USE OF OUR ONLINE TRADING FACILITY

12. LIMITED LICENSE TO ACCESS AND USE OUR ONLINE TRADING FACILITY

12.1 Subject to the Terms and Conditions set forth herein, we hereby grant you a non-exclusive, revocable, non-transferable, limited and personal license (which is incapable of sub-license or transfer by you, without our express prior and written agreement) to access and use our Online Trading Facility (the "***License***") in accordance with these Terms. This license is conditioned on your continued compliance with the Terms and Conditions set forth in this Agreement. Before we grant you access to or Online Trading Facility, you will already need to be (and be accepted as) a client of ours and to have opened an Account with us. These Terms supplement and form part of the Account Opening Application Form(s). If there is a conflict between these Terms and the terms of the Account Opening Application Form(s), these Terms will prevail regarding our Online Trading Facility.

12.2 We may be required by a Third Party Service Provider to require you to comply with additional restrictions on your access and/or usage of our Online Trading Facility. You agree that you will comply with any additional restrictions on your access and/or usages that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such Third Party Service Providers. You acknowledge that failure to comply with such additional restrictions may result in your access to and/or usage of all or part of our Online Trading Facility being restricted, suspended or terminated.

12.3 Our Online Trading Facility is intended for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use the information received from our Online Trading Facility (and/or from any other of our information systems) for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Platform. Unless we have expressly agreed otherwise beforehand and in writing, we are providing our Online Trading Facility only for your personal, non-commercial use and only for the purpose of, and subject to these Terms. You represent and warrant to us as of the date of acceptance of these Terms and Conditions and each time you access our Online Trading Facility that you are accessing and/or using our Online Trading Facility for your personal, non-commercial use only. You will notify us immediately in writing if you are accessing and/or using our Online Trading Facility for purposes other than your personal, non-commercial use only and you acknowledge that as a result of doing so we may restrict, suspend and/or terminate your access to all or part of our Online Trading Facility, at our sole discretion, without being obliged to provide you with any explanation or justification.

12.4 For the avoidance of doubt, you shall at all times be responsible for, and shall be bound by, any unauthorized access and/or use of our Online Trading Facility, made in breach of this Agreement.

12.5 It is your obligation to keep your Account numbers, user names and passwords ("***Access Codes***") strictly confidential. You acknowledge and agree that any Instruction or communication transmitted via our Online Trading Facility by you or on your behalf, or through your Account, is made entirely at your own risk. You hereby expressly authorize us to rely and act on, and treat as fully authorized and binding upon you, any Instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you. You acknowledge and agree that we shall be entitled to rely upon your Account number, Access Codes (user names and/or passwords) to identify you and agree you will not disclose this information to anyone not duly authorized by you.

12.6 Because all servers have limited capacity and are used by many people, you agree not to use our Online Trading Facility in any manner that could damage or overburden any of our servers, or any network connected to any of our servers and not to use our Online Trading Facility in any manner that would interfere with any other party's use of our Online Trading Facility. You further agree not to use any Electronic Messaging and/or communication feature of our Online Trading Facility for any purpose that is unlawful, tortuous, abusive and intrusive on another's privacy, harassing, libellous, defamatory, embarrassing, obscene, threatening or hateful.

12.7 The License granted under this Agreement will terminate with immediate effect if we believe that any information provided by you, including, without limitation, any identification evidencing nationality, residence, contact details, including without limitation your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any Term of this Agreement and/or any rules and/or guidelines imposed by us, or if we were to establish that you have abused in any way (including, but not limited to, engaging in Transactions and/or Contracts on out of Market Rates) through our Online Trading

12.8 Upon such violation, you agree to cease, with immediate effect, accessing and/or using our Online Trading Facility. You agree that, under these circumstances, we shall be entitled, at our sole discretion and with or without prior notice and without prejudice to any other remedies we may have under this Agreement, to terminate your access to our Online Trading Facility, close any and all of your open positions and/or remove and discard any related information or content within our Online Trading Facility.

13. COPYRIGHT, LICENSES AND TRADEMARKS

13.1 The entire contents of our Online Trading Facility, including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics, are protected by international copyright and trademark laws. Except for third party content, the contents of our Online Trading Facility are original works of authorship published by us, or by, or on behalf of our Third Party Licensors. We have the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyrights and all other intellectual property rights in all of the material and software on our Online Trading Facility are owned by us or by our Third Party Licensors. All third-party owned materials contained on our Online Trading Facility are reproduced with the permission of the respective owners.

13.2 You may not, without our prior written permission, alter, modify, copy, reproduce, republish, upload, post, transmit, distribute or commercially exploit, in any manner whatsoever, any materials, including text, graphics, video, audio, software code, user interface design or logos, from our Online Trading Facility, *except that* you may print and download portions of material from the different areas of Online Trading Facility solely for your own, non-commercial, use provided that you agree not to change or delete any copyright or proprietary notices from such materials. All referenced third party logo's trademarks and products on the site are the property of the respective (site) owner(s) and must not be used or distributed without permission of the owner(s). Any violation of these provisions will null and void the License granted hereunder.

13.3 You agree not to "*deep-link*" to our Online Trading Facility, resell or permit access to our Online Trading Facility to others, and not to copy any materials appearing on our Online Trading Facility for resale or for any other purpose to others, without our express, prior and written consent. In those instances where we may permit you to link from another website to our Online Trading Facility, your website, as well as the link itself, may not, without our express prior and written permission, suggest that we endorse, sponsor or are affiliated with any third-party website, entity, service or product, and you may NOT make use of any of our logo's, trademarks or service marks other than those contained within the text of the link.

14. LIMITATIONS ON INVESTMENT GUIDANCE AND PROFESSIONAL ADVICE

14.1 Our Online Trading Facility is NOT intended to provide legal, tax or investment advice. Any and all information on our Online Trading Facility is for educational purposes only and is under no circumstance intended to provide legal, tax or investment advice and no guarantee is represented from any statements about profits or income, whether express or implied.

14.2 You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

15. ACCURACY OF INFORMATION

15.1 While we have made every effort to ensure the accuracy of the information posted on our Online Trading Facility, the information and content on our Online Trading Facility is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions.

15.2 While we have taken reasonable measures to ensure the accuracy of the information on our Online Trading Facility, we do not, however, guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our Online Trading Facility, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Online Trading Facility.

15.3 All content on our Online Trading Facility is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your

browser to ensureyou are receiving the most recent data.

16. ANALYTICAL TOOLSAND MARKET DATA

16.1 At certain times, wemay provide various analytical tools (such as market data, exchange rates, news, headlines and graphs), links to other websites, circulate newsletter and/or provide you with third parties' information on our Online Trading Facility, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, suitability of such information for you and/or as to the effect or consequences of such information on you. Such information and tools are provided solely to assist you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions to you.

16.2 You understand that we are not obligated to continue to provide the above mentioned tools and information and we may remove such informational tools from our Online Trading Facility at any time. Furthermore, we are not obligated to update the information displayed on our Online Trading Facility at any time and we will not be liable for the termination, interruption, delay or inaccuracy of any such information. The financial information we post on our Online Trading Facility may be provided by third parties for the benefit or our clients and as such you undertake not to enable deep linking or any other form of redistribution or reuse of the information, to any non-authorized users. As such, we urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters and information before using them.

16.3 Any information or material placed on our websites by third parties ("***Third Party Content***") reflects solely and exclusively the views, and are the responsibility of, those who post such information or material, and do not represent our views and/or those of our Associates. Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

IN NO EVENT SHALL WE AND/OR ANY OF OUR AFFILIATES BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY SUCH TOOLS, WEBSITES, NEWSLETTERS AND/OR INFORMATION PROVIDED ON OUR ONLINE TRADING FACILITY. IN PARTICULAR, WITH RESPECT TO ANY MARKET DATA, EXCHANGE RATES, NEWS, HEADLINES AND GRAPHS AND/OR OTHER INFORMATION THAT WE AND/OR ANY THIRD PARTY SERVICE PROVIDER PROVIDES TO YOU IN CONNECTION WITH YOUR USE OF OUR ONLINE TRADING FACILITY: (I) WE ARE NOT RESPONSIBLE OR LIABLE IF ANY SUCH DATA OR INFORMATION IS INACCURATE OR INCOMPLETE IN ANY RESPECT; (II) YOU ARE RESPONSIBLE (AND WE SHALL NOT BE LIABLE) FOR ANY ACTIONS THAT YOU TAKE OR REFRAIN FROM TAKING AS A RESULT OF SUCH DATA OR INFORMATION; (III) YOU WILL NOT USE SUCH DATA OR INFORMATION FOR AN INAPPROPRIATE OR ILLEGAL PURPOSE; (IV) YOU ACKNOWLEDGE THAT ANY SUCH DATA OR INFORMATION IS OUR PROPERTY AND/OR, AS THE CASE MAY BE, THE PROPERTY OF OUR THIRD PARTY SERVICE PROVIDERS AND YOU WILL NOT RETRANSMIT OR DISCLOSE SUCH DATA OR INFORMATION TO THIRD PARTIES EXCEPT AS REQUIRED BY RELEVANT LAW; AND (V) YOU WILL USE SUCH DATA OR INFORMATION SOLELY IN COMPLIANCE WITH ALL RELEVANT APPLICABLE LAWS, RULES AND REGULATIONS.

16.4 Neither We, nor our officers, principals, employees, Representatives or agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to any such any such tools, websites, newsletters and/or information. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.

17. THIRD PARTY CONTENT AND RESEARCH

17.1 As previously indicated, our Online Trading Facility may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects.

17.2 Some of this content may be supplied by Persons that are not affiliated with us ("***Third Party Content***"). The source of all such Third Party Content is clearly and prominently identified on our Online Trading Facility and is reproduced with the permission of the respective owners.

17.3 Third Party Content may be available through framed areas, through hyperlinks to third party web sites, or may simply be

published on ourOnline Trading Facility. As indicated above, the Third Party Content is protected by applicable intellectual property laws andinternational treaties and is owned by or licensed from the Third Party Content provider(s) credited.

17.4 We do not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not, implicitly or explicitly, endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

17.5 While we make every attempt to provide accurate and timely information to serve the needs of our clients, neither we, nor any of our Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and neither we, nor any of our Third Party Content providers is/are responsible or liable for any such content, including any advertising, products, or other materials on or available from third party websites. Third Party Content is provided for informational purposes only and we, as well as its Third Party Content providers specifically disclaim any liability for Third Party Content available on our Online Trading Facility. You will use Third Party Content only at your own risk.

ANY THIRD PARTY CONTENT ON OUR ONLINE TRADING FACILITY IS PROVIDED ON AN "AS-IS" BASIS. OUR THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. MEANS OF ACCESSING AND USING OUR ONLINE TRADING FACILITY

18.1 You shall be solely responsible for providing and maintaining the means by which to access and use our Online Trading Facility, which may include, but hall not be limited to, a personal computer, modem and telephone or other access line.

18.2 You shall be responsible for all access and service fees necessary to connect to our Online Trading Facility and you shall assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer(s) or on any other computer(s) through which you will gain access to, and/or make use of our Online Trading Facility (hereinafter referred to as "***computer***" or "***your computer***").

18.3 You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of all access and use of your computer, infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data.

18.4 You agree that we shall not be liable, in any manner whatsoever, to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

18.5 You will not transmit to, or in any way, whether directly or indirectly, expose us or any of our online service providers to any infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data.

18.6 You agree to be fully and personally liable for the due settlement of every Transaction and/or Contract entered into through your Account with us. You are responsible for ensuring that, unless we otherwise agree beforehand and in writing, you, and only you, shall control access to your Account, and that no Minor or other person is granted access to trading on our Online Trading Facility using your Account. In any event, you, and only you, shall remain fully liable for any and all positions traded in your Account, and for any credit card transactions entered into for your Account. You agree to indemnify us fully in respect to all costs and losses whatsoever, as may be incurred by us and/or by you as a result, direct or indirect, of your failure to perform or settle such a transaction.

18.7 You agree that in the case that any Transaction is entered into, and/or any Contract is acquired or sold at prices that do not

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reflectrelevantMarketPrices,orthatisacquiredorsoldatanabnormallylowlevelofrisk("***mispricing***")duetoanundetected programmingerror,bug,defect,errororglitchinourOnlineTradingFacilityand/oranyrelatedsoftware,orforanyother reason,resultinginmispricing(forthepurposeofthissectionthe"***error***"),wereservetherighttocancelsuchTransactions and/orContractsuponnotifyingyouofthenatureofthecomputererrorthatledtothemispricing.Youhaveadutytoreport to us anyproblem,errororsuspectedsystemorotherinadequaciesthatyoumayexperience.

18.8 Withoutprejudicetoanyotherprovisionsofthis Agreement,shouldquotingand/orexecutionerrorsoccur,whichmayinclude, but arenotlimitedto,adealer'smistypeofaquote,aquoteortradewhichisnotrepresentativeofthethenprevailingMarket Prices,anerroneousPriceQuotefromusoranythirdparty,suchasbutnotlimitedtoanerroneousPriceQuoteduetofailure of hardware,softwareorcommunicationlinesorsystemsand/orinaccurateexternaldatafeedsprovidedbythird-party vendors,wewillnotbeliablefortheresultingerrorsinyourAccountbalances.Intheeventofaquotingorexecutionerror, we reservetherighttomakethenecessarycorrectionsoradjustmentsontheAccountinvolved.Anydisputearisingfromsuch quotingorexecutionerrorswillberesolvedbyusinoursoleandabsolutediscretion.

RESTRICTIONOFACCESSANDUSEOFOURONLINETRADINGFACILITY

19.

19.1 We reservetherighttosuspendtheoperationofourOnlineTradingFacility,oranypart(s)orsectionsthereof,atanytime. In such anevent,wemay,atoursolediscretion(withorwithoutnotice),closeoutyouropenpositions,Transactionsand/or Contractsatpricesweconsiderfairandreasonableatsuchatime,andnoclaimsmaybeentertainedagainstusinconnection thereto.

19.2 We may,atoursolediscretion,imposevolumeorotherlimitsonanyallAccounts.

19.3 Contractpay-outsshallbedeterminedbyusbyreferencetothedailyvaluesreportedonourOnlineTradingFacility,relevant to theinterbanktradingdatareceivedbyusforTransactionand/orContractquotes,subjecttothe'*proviso'*thatweshall be entitled to make corrections to such data in the event of mispriced or typographically incorrect data.

19.4 You understandthatwhiletheInternetandtheWorldWideWebaregenerallyreliable,technicalproblemsorotherconditions may delay or preventyoufromaccessingand/orusingourOnlineTradingFacility.

20. TECHNICAL ISSUES

20.1 We shall not be liable, and you agree not to hold or seek to hold us or any of our agents or Third Party Service Providers, liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

20.2 We do not represent, warrant or guarantee that you will be able to access and/or use our Online Trading Facility at all times or locations of your choosing, or that we will have adequate capacity for our Online Trading Facility as a whole or in any geographic location.

20.3 We do not represent, warrant or guarantee that our Online Trading Facility will provide uninterrupted and error-free service. We do not make any warranties or guarantees with respect to our Online Trading Facility and the content thereof, including, but not limited to, warranties for merchantability or fitness for a particular purpose.

20.4 Without prejudice to any of the forgoing, we shall not be responsible for an impossibility to execute Orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond our control.

21. INFECTIONS, CONTAMINATIONS OR OTHER OR DESTRUCTIVE CONTENT

21.1 You understand that we cannot and do not guarantee or warrant that files and/or Software available for downloading through our Online Trading Facility will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to our Online Trading Facility for the reconstruction of any lost data.

22. HYPERLINKS TO OTHER SITES CONTROLLED OR OFFERED BY THIRD PARTIES

22.1 We may providelinkstootherthirdpartywebsitesthatarecontrolledorofferedbythirdparties.Suchlinks to another third party websiteorwebsitesisNOTanendorsement,authorization,sponsorshiporaffiliationwithrespectto such third party website, itsownersoritsproviders.

22.2 We cautionyoutoensurethatyouunderstandtherisksinvolvedinaccessingand/orusingsuchthirdparty websites before retrieving,using,relyinguponorpurchasinganythingviatheInternet.

22.3 We makeNOrepresentationswhatsoeveraboutanyotherthirdpartywebsite,whichyoumayaccessthrough our Online Trading FacilityorwhichmaylinktoourOnlineTradingFacility.Whenyouaccessanyotherthirdparty website, please understandthatitisindependentfromourOnlineTradingFacilityandthatwehavenocontroloverthecontent on such third party website(s).Inaddition,alinkfromathirdpartywebsitetoourOnlineTradingFacilitydoesnotmean that we endorse or acceptanyresponsibilityforthecontent,ortheuse,ofsuchthirdpartywebsite.

22.4 Links fromourOnlineTradingFacilitytoanyotherthirdpartywebsitesareprovidedsolelyforyourconvenience, and you agree that you willundernocircumstancesholdusliableforanydamagesorlossescausedbyuseoforrelianceonany content, goods or servicesavailableonotherthirdpartywebsites.

23. SOFTWARE

23.1 Our OnlineTradingFacilitymaycontainsoftwarethatisprovidedfordownloading(hereinafterreferredto as "***Software***"). You acknowledgeandagreethatwemakenowarrantywhatsoeverthatanySoftwaredownloadedonto your computer equipmentfromorthroughourOnlineTradingFacilityorelsewherewillbecompatiblewith,oroperatewithout interruption on, your computerequipment,nordowewarrantthatanysuchSoftwareisorwillbeuninterrupted,errorfree or available at all times. OurOnlineTradingFacilityisnotassociatedwiththeSoftwareitmayprovidefordownloadandwe cannot be held liable for issuesorfaultsthatarisefromthedownloadoruseofanysuchSoftware.

23.2 You further understandandagreethatyourdownloadand/oruseofanySoftwaremayexposeyoutorisks associated with the downloadand/oruseofsoftwarethatmaynotbecompatiblewithyourcomputerequipment.Youhereby agree to accept such risks, including,butnotlimitedto,failureofordamageto,hardware,software,communicationlinesor systems, and/or other computerequipment.Weexpresslydisclaimanyliabilitywithrespecttotheforegoing,andyouhereby agree to fully indemnify, defendandholdusharmlessfromanyandalldamages,liabilities,losses,costsandexpenses that may arise therefrom.

23.3 Each Software application downloaded from or through our Online Trading Facility includes a specific personal license to use such Software in accordance with the Terms and Conditions set forth herein. Any Software downloaded from or through our Online Trading Facility is subject to the Terms of the specific software license accompanying such download, in addition to these Terms and Conditions.

23.4 Any Software downloaded from or through our Online Trading Facility is intended only for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use any such Software downloaded from or through our Online Trading Facility for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Facility. Using any such Software to distribute signals, copy trades, share the Software or signals with third parties or use the Software on MAM accounts (or in connection with any other portfolio management structure) is NOT allowed under this agreement, without our express and prior written consent, and may lead to immediate termination of the License granted under this Agreement and/or the specific personal license to download and/or use such Software.

23.5 For the avoidance of doubt, you shall be responsible for, and shall be bound by any unauthorized access and/or use of any Software downloaded from or through our Online Trading Facility, made in breach of this Agreement and/or the specific personal license to use such Software. In the event that you receive any data, information or Software via our Online Trading Facility other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or Software.

23.6 We reserve all rights to modify the terms and conditions of access and use, and/or to discontinue all or part of our services for all Software and/or products and/or files downloaded from or through our Online Trading Facility, at any time, at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

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24. FORWARD LOOKING EARNINGS STATEMENTS

EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT OUR SERVICES AND THEIR POTENTIAL ON OUR ONLINE TRADING FACILITY. ALTHOUGH THE 'FOREX' INDUSTRY IS ONE OF THE FEW THAT HAS A GREAT POTENTIAL IN TERMS OF EARNINGS, THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY OR INCOME AT ALL USING THE TECHNIQUES AND IDEAS IN OR THROUGH THE MATERIALS OR PRODUCTS PROVIDED ON OR THROUGH OUR ONLINE TRADING FACILITY. DO NOT INTERPRET EXAMPLES IN THESE MATERIALS AS A PROMISE OR GUARANTEE OF EARNINGS. SUCH EARNING POTENTIAL IS AT ALL TIMES ENTIRELY DEPENDENT ON THE PERSON USING ANY OF OUR SERVICES, PRODUCTS, IDEAS AND TECHNIQUES. OUR SERVICES ARE NOT TO BE CONSTRUED AS A "GET RICH SCHEME."

ANY CLAIMS MADE CAN BE VERIFIED UPON REQUEST. THIS IS IN RESPECT OF ACTUAL EARNINGS OR EXAMPLES OF ACTUAL RESULTS. YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS THAT MAY BE CLAIMED IN OUR MATERIALS DEPENDS ON MANY FACTORS, INCLUDING, BUT NOT LIMITED TO THE TIME YOU DEVOTE TO THE SERVICES, PROGRAMS, IDEAS AND TECHNIQUES MENTIONED, AS WELL AS YOUR FINANCIAL SITUATION, KNOWLEDGE AND EXPERIENCE AND VARIOUS SKILLS. ALL THESE DIFFER ACCORDING TO INDIVIDUALS, AND SO WE CAN NOT, NOR DO WE, GUARANTEE YOUR SUCCESS OR INCOME LEVEL. WE ARE NOT RESPONSIBLE FOR ANY OF YOUR ACTIONS.

IT IS POSSIBLE THAT SOME OF THE MATERIALS OR PRODUCTS PROVIDED ON OR THROUGH OUR ONLINE TRADING FACILITY MAY CONTAIN INFORMATION THAT INCLUDES, OR IS BASED UPON, FORWARD-LOOKING EARNINGS STATEMENTS. SUCH FORWARD-LOOKING EARNINGS STATEMENTS GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS. THESE STATEMENTS CAN BE IDENTIFIED BY THE FACT THAT THEY DO NOT RELATE DIRECTLY OR STRICTLY TO EITHER HISTORICAL OR CURRENT FACTS. SUCH STATEMENTS MAY USE WORDS SUCH AS "ANTICIPATE," "BELIEVE," "ESTIMATE," "EXPECT," "INTEND," "PROJECT," "PLAN," AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE. SHOULD SUCH STATEMENTS BE USED BY US ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL, THEY ARE SOLELY INTENDED TO EXPRESS OUR OPINION OF EARNINGS POTENTIAL. MANY FACTORS WILL BE IMPORTANT IN DETERMINING YOUR ACTUAL RESULTS AND SO PLEASE NOTE THAT NO GUARANTEES ARE MADE, NEITHER TO YOU, NOR TO ANYONE ELSE, THAT YOU OR ANYONE ELSE WILL ACHIEVE RESULTS SIMILAR TO THE ONES MENTIONED ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL. IN FACT, NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE ANY RESULTS FROM ANY IDEAS, TECHNIQUES OR SOFTWARE PROVIDED ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL OR AS MAY APPEAR ANYWHERE ON OUR ONLINE TRADING FACILITY.

CHAPTER C: SERVICES

In consideration of us agreeing to carry one or more Accounts for you and providing Services to you in connection with the purchase and sale of Supported Financial Instruments, which may be purchased or sold by or through our Online Trading Facility, or otherwise, for your Account, you hereby agree as follows:

25. SCOPE OF SERVICES

25.1 These Terms and Conditions cover the entire scope of Services provided by us including, but not limited to, the access and use of our Online Trading Facility, data collection and storage practices, downloadable material from our Online Trading Facility, financial information published on our Online Trading Facility (either by us or by any affiliated party), electronic content, real time information, *inter alia*, about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market through the internet, by phone or fax and any other features, content or services that we may add in the future. These Terms and Conditions cover any form of communication between us and you including Electronic Messaging, e-mail, telephone, fax and more.

26. REGISTRATION

26.1 We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us. Therefore, at any given time, starting from the date of your registration with us, we may ask you to provide personally identifiable information. We reserve the right to limit, block access to our Online Trading Facility and/or terminate and/or close your Account with us, if such information is not provided and/or if any such information provided to us appears to be untrue, inaccurate, incomplete and/or incorrect. If you choose to provide us with such information and register with us as our client, you are confirming to us that any information provided to us is true, accurate, updated and complete information about yourself. Additionally, you agree that you will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose or reason.

26.2 If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to these Terms and Conditions. We apply strict security procedures and undertake to treat the information that you provide us with care in accordance with the privacy policy published on our Website(s) (our "***Privacy Polic(y)ies***").

26.3 Please note that when you register with us, you will choose a username and password that will personally identify you each time you log on to our system ("***Access Codes***"). Your Access Codes (username and password) should be kept strictly private and confidential at all times. It is your sole and exclusive responsibility to safeguard this information and you are responsible for all actions made using your Account User Information. You agree: (a) to notify us immediately of any unauthorized use of your Access Codes or of any other violation of security and (b) at the end of each use, to log out from your Account in an orderly way. If the security of your Access Codes (username and password) is breached or if you suspect that they are being wrongfully used – please contact our Customer Support team immediately, as follows:

Customer Support
Working hours: 24/5
Tel.: +923 454 777 548
E-mail: support@murrentrade.com

27. ELIGIBILITY

27.1 As previously indicated, it is a pre-condition that our Services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. ***THEREFORE, IF THERE IS ANY REASON WHY YOU WOULD NOT BE ABLE TO ENTER A LEGALLY BINDING AGREEMENT WITH US, FOR WHATEVER REASON - DO NOT USE OUR SERVICES***. Such reasons could include, but are not limited to persons that have not yet reached the age of 18 or are defined as Minors that have not yet reached legal age.

27.2 Due to our internal policies, we only permit people with sufficient experience, knowledge and understanding in financial

investments, whopossess the personal ability of identifying good investments and distinguishing bad investments, and who fully understand the risks associated with financial investments, independently from any information that they may have read on our Online Trading Facility, to use our Services.

IF YOU DO NOT POSSESS SUCH KNOWLEDGE INDEPENDENTLY, DO NOT USE OUR ONLINE TRADING FACILITY.

27.3 The *Directive of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments* (hereinafter referred to as the "***Markets in Financial Instruments Directive***" or "***MiFID***") makes a distinction between services that are simply a matter of execution and those where prior assessment is required of the extent to which the service and/or the product is suitable to the client's needs and appropriate to the client's level of knowledge and experience. In the latter instances, MiFID requires certain information on clients to be obtained and formally assessed in order to ensure such suitability and appropriateness; to satisfy this requirement, we have designed tests ("***Suitability Test* and *Test of Appropriateness***¨"), which we will apply to clients before providing investment services, depending on:

a. the client categorization/classification assigned in accordance with the principles set out hereinafter;

b. the nature of the investment service in question;

c. the type of financial instrument involved in providing the service;

27.4 Information thus obtained will be used exclusively for the assessment referred to hereinabove.

27.5 Notwithstanding any of the above, the above mentioned eligibility restrictions shall only apply in cases where our Services involve the use of real money. The above restrictions shall NOT apply to use of any practice application not associated with real money transactions (such as, "***Demo Accounts***").

28. CLIENT CATEGORIZATION UNDER MIFID

28.1 The *Directive of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments* (hereinafter referred to as the "***Markets in Financial Instruments Directive***" or "***MiFID***") establishes a client categorization/classification regime in three (3) categories intended to reflect both customers' level of knowledge and experience in the financial markets and their ability to understand and take on the risks arising from their investment decisions, in order to adapt protective measures to the particularities of each category of investor. In compliance with such requirements imposed under MiFID, we categorize/classify our clients in three (3) main categories:

a. ***Eligible Counterpart(y)ies*** ("***ECP(s)***"): a category that includes: (a) ***per se eligible counterparties*** (*i.e.,* entities automatically treated as eligible counterparties), such as investment firms, credit institutions, insurance companies, undertakings for the collective investment of transferable securities ("***UCITS***"), pension funds and national governments, as well as, (b) entities that may be treated as eligible counterparties with their consent, such as large undertakings (that meet specified size tests) and clients who may be treated as Professional Clients in accordance with the prescribed opt up criteria; recognition by the MiFID Member State in which they are established is required for the latter entities to be treated as '***Eligible Counterparties***'; for this type of customer MiFID provides for a basic level of protection since these are entities that by their very nature must operate directly and frequently in the financial markets;

b. ***Professional Clients:*** a category that includes all of the entities that fall within the '*Eligible Counterparty*' category referred to above (such as investment firms, credit institutions, insurance companies, undertakings for the collective investment of transferable securities (UCITS), pension funds and national governments), plus a handful of others, such as 'institutional investors whose main activity is to invest in financial instruments' and exceptionally some individuals who may be treated as professionals on request; Professional Clients are deemed to have more investment knowledge and experience and are provided with less protection under MiFID, since they are assumed to have sufficient knowledge of the markets and financial instruments to be able to take their own investment decisions and to understand and take on the concomitant risks; and

c. ***Retail Clients:*** a category that includes clients not falling within the Eligible Counterparty/Professional Client categories, who are deemed to have less investment knowledge and experience; they receive the maximum level of protection provide for by MiFID both in carrying out the tests and in the scope of the pre- and post-contractual documentation and

information that must be made available to them; this category includes the majority of individuals;

28.2 MiFID also establishes objective criteria, which we have followed in carrying out the classification and communicating the outcome to clients individually, and which it has incorporated into our client Classification Policy established for this purpose. In accordance with such requirements imposed under MiFID, we attach different levels of regulatory protection to each category and hence to clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients and Eligible Counter Parties are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

28.3 We will notify each client in writing as appropriate of the categorization/classification assigned. Any such categorization/classification, as well as any notification thereof, will be valid and will apply to all Accounts held by the client with us. Please note that you shall be treated as a "***Retail Client***", unless we shall classify or reclassify you as a "***Professional Client***" or an "***Eligible Counterparty***", depending on the information that you shall provide when completing the registration process or thereafter.

29. RIGHT TO REQUEST CHANGES TO THE MiFID CLASSIFICATION ASSIGNED

29.1 We offer our clients the possibility to request re-categorization and thus to increase or decrease the level of regulatory protections afforded. Where a client requests a different categorisation (either on an overall level or on a product level), the client needs to meet certain specified quantitative and qualitative criteria. On the basis of the client's request, we undertake an adequate assessment of the expertise, experience and knowledge of the client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, we reserve the right to choose whether to provide services under the requested categorization.

29.2 To request a change in client categorization, you will need to hand in the special form for this request, duly completed and signed. This form is available to you and can be downloaded from our Online Trading Facility as part of the Account Opening Application Form(s), which you need to complete to open an Account with us.

29.3 Acceptance of the request by us will depend on your compliance at all times with established legal and regulatory requirements for making the change effective, as follows:

A. OPT-DOWN FROM AN ELIGIBLE COUNTERPARTY

29.4 A client who is considered an Eligible Counterparty has the right to opt-down; this means that the client can request a higher level of protection, namely protection that is offered to a Professional client or Retail client; unless an Eligible Counterparty expressly and specifically requests treatment as a Retail client, the client's request will be considered as a request to be treated as a Professional Client; an Eligible Counterparty has the right to a general opt-down, covering all business conducted with us or on a "product category basis", provided, however, that we are not obliged to accept such a categorisation.

B. OPT-DOWN FROM A PROFESSIONAL CLIENT

29.5 A client who is categorised as a Professional Client has the right to opt-down to a Retail Client (with a higher level of protection) for all business conducted with us or on a "product category basis", provided, however, that we are not obliged to accept such a categorisation; it is the sole responsibility of the client to ask in writing for this higher level of protection when the client is unable to properly assess or manage the risks involved in its investment decisions.

C. OPT-UP FROM A RETAIL CLIENT

29.6 A Retail Client has the right to request a lower level of protection as a Professional Client in respect of all its business with us or on a "product category basis", provided, however, that we are not obliged to accept such a categorisation; In the specific case of a request for a change from Retail to Professional Client, such a request specifically implies the express renunciation of the right to be treated as a Retail Client and of rights to the associated level of protection; in this case at least two of the three following conditions must be marked as fulfilled on the form referred to, as required by MiFID: (a) to have carried out a significant volume of operations on securities markets in the last four quarters with an average frequency of more than ten (10) operations per quarter; (b) to have assets in the form of securities deposited in financial institutions and cash with a combined value of more than €500.000,-; (c) to hold or to have held in the past for at least one year a professional position in

the financial sectorrequiring knowledge of the type of operations or services now being contemplated.

29.7 Upon receiving sucha request for a lower level of protection as a Professional Client from a Retail Client who meets the above-mentioned criteria,we may, but are not obliged to, accept categorisation as a Professional Client for our Services, Transactions and/or Contracts.

29.8 Based on any of the above-mentioned requests for change, we will in each instance notify you, as appropriate, of the new classification assigned; any such new categorization/classification, as well as any notification thereof, will be valid and will apply to all Accounts held by you with us.

30. CLIENT CATEGORISATION CHANGES

30.1 Eligible Counterparties & Professional Clients have an obligation to inform us of any change that could affect their categorisation. If no such information is received from you, we will consider that you continue to meet the conditions to be categorised as an Eligible Counterparty or, as the case may be, a Professional Client.

31. IDENTIFICATION

31.1 We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***", you will be prompted to provide us with the following information when you register with us: (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (e) payment instructions; and any other personally identifiable information that we may ask for from time to time, such as a copy of your Passport and/or other identifying documents.

31.2 Upon the death of an Account owner and if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extent there is any, such legal heirs should present to us with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

32. PERSONAL INFORMATION – ACCURATE AND COMPLETE DATA

32.1 You must provide us with true and complete information to us at all times; including but not limited to, your (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (f) payment instructions; and any other personally identifiable information that we may ask from you from time to time, such as a copy of your Passport and/or other identifying documents, that we may request from you from time to time as part of our obligations to comply with applicable "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***".

32.2 In that connection, you hereby represent, warrant, covenant and agree that: (a) you are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you; (b) you are not politically exposed person, as defined in the ***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***, and you do not have any relationship (*e.g.*, relative, associate etc.) with a person who holds or held during the last twelve (12) months any public position; (c) you shall be treated as a "***Retail Client***", unless we shall classify or reclassify you as a "***Professional Client***" or an "***Eligible Counterparty***" in accordance with the principles set out hereinabove, depending on the information that you shall provide when completing the registration process or thereafter (d) you are of sound mind and you are capable of taking responsibility for your own actions; (e) all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which you intend to deposit or receive funds from your account; (f) you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.

32.3 If any of the above statements is untrue or inaccurate with respect to you, please inform our Customer Support team immediately, as follows:

Customer Support
Working hours: 24/5

and we shall inform you if/how you may continue to access and/or use our Services.

32.4 You undertake to advise the Company promptly of any change in circumstances which causes the information provided during the Account opening process to become incorrect and to provide the Company with a suitably updated information within 30 days of such change in circumstances. If you fail to comply with these obligations or refuse to provide requested documentation for establishing the status, the Company retains the right to suspend, or even close, accounts you hold.

32.5 You hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information is your immediate breach of these Terms and Conditions. As such, we reserve the right to suspend and/or terminate your Account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility, without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement.

32.6 From time to time you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit funds to your account. Subject to our satisfaction from such documentation checks, you may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

32.7 We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English, the English documentation, information and communications shall prevail.

32.8 We reserve the right to communicate with you by telephone, facsimile, email, posts, newsletters issued by us and/or any other means of communication, whether such communication is personally addressed to you or generally addressed to all our clients and/or posted on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge and confirm, without prejudice to any other Terms of this Agreement, that all such means of communications on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by you and/or any transaction so executed shall be deemed final and binding on your part.

32.9 You shall inform us in writing of the persons you have granted a Power-of-Attorney to instruct us on your behalf. For practical reasons, we can only undertake to register one Power-of-Attorney for you. If you at any time wish to revoke such a Power-of-Attorney, to change the extent of such a Power-of-Attorney, or grant Power-of-Attorney to a different person this shall also be informed to us in writing. We are, in accordance with general rules regarding Powers-of-Attorneys entitled to receive instructions from any Person authorised by you as well as Persons who appear so authorised. We do reserve the right, however, at our sole discretion, to reject the appointment of any representative/Power-of-Attorney authorized to act in your Account and we may elect, at our sole discretion, to dismiss and/or reject at any time any transactions performed by such Authorized Representative/power of attorney. Pursuant to general rules regarding Powers-of-Attorney, you are accountable to us for losses or damages which we may suffer as a result of instructions from an Authorized Person who has explicit or tacit Power-of-attorney to give us Instructions on your behalf. We may refuse to act upon any Instruction from any Authorized Person if we can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area, usual market practice, including but not limited to Anti-Money Laundering ("***AML***") & Know Your Customer ("***KYC***") Legislation, or pertain to insider trading, or if the disposal by our reasonable discretion will put you and/or our economic solidity at risk.

32.10 By opening an Account with us, you will be subject to, and you hereby expressly agree to abide by, all of our rules, policies and operating procedures that govern your activities on our Online Trading Facility. We reserve the right to refuse and/or decline our Services to any Person and to close the Account of any Person, at any time, at our sole discretion, and for any reason, without being obliged to provide any explanation or justification. All data relating to Persons who open an Account with us will remain our sole and exclusive property and by entering into this Agreement you acquire NO right to any such information, except as expressly stated herein.

32.11 We further reserve the right to investigate, at any time, at our sole discretion, and for any reason, without being obliged to provide you with any explanation or justification, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our Online Trading Facility, and/or any engagement in any activity prohibited by

this Agreement.We shall NOT be responsible (a) for anything related to trading activities on or through our Online Trading Facility, nor(b)forthe manner in which you conduct your trading activity on or through our Online Trading Facility; in particular, but withoutlimitation of the generality of the foregoing, we shall NOT be responsible for any of the following situations: (a) unauthorizedrealmoney transactions; (b) unauthorized real money transactions conducted by unauthorized Minors; (c) physical Verification that you possess the proper knowledge and/or experience to use our Online Trading Facility. We will not be responsibleinany way (including for damages and losses caused by the use of our Online Trading Facility) if you use our Online TradingFacility without the proper knowledge, and we reserve the right to asses and reassess your knowledge and experiencetouseour Online Trading Facility at any time, at our sole discretion.

33. PERSONALDATAPROTECTION - PRIVACY

33.1 We respecteachindividual's right to privacy, we value our relationship with you, and we take pride in maintaining loyalty and respect witheachindividual client by providing you with security. The provisions of this notice apply to former clients as well as our currentclients and explain the manner in which we collect and maintain non-public information about our clients (such as your fullname,mailing address, identification number, passports, driver's license etc..., henceforth "***Information***").

33.2 We collectInformation from you when you: (a) open an Account and provide us with Information through electronic registrationforms;(b) make a transaction with us including when you deposit and withdraw funds; (c) additionally, from time to time, wemaycollect Information about you from third party entities such as information about your credit history agencies. By providinguswith Information, you are giving us your consent to collect, use and store the Information in the manner explained hereinafter.

33.3 The Information we collect directly from you includes the following: (a) ***Personal Information***: when you apply for or maintain a live account with us, we collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service; such information may include: (i) ***Application Information***: Information you provide to us on applications and other forms, such as your name, address, birth date, occupation, assets, and income, as well as Information required to communicate with you such as your address, phone number, e-mail; (ii) ***Transaction Information***: Information about your transactions with us and with our Affiliates as well as information about our communications with you (examples include your account balances, trading activity, your inquiries and our responses); (iii) ***Verification Information***: Information necessary to verify your identity such as a passport or driver's license (Examples also include background information we receive about you from public records or from other entities not affiliated with us); furthermore, we may collect other identifiable Information such as identification numbers and/or Passport/Tax registration numbers; we may also collect demographic information when you open an account, including Your gender, birth date, etc…; we may also need to evaluate your trading experience, average annual income, estimated net worth and make an assessment about your risk factor.

33.4 You directly provide us with most of the Information we collect. You do this by filling out the electronic form(s) (including, without limitation, the Account Opening Application Form(s)) that we post on our Online Trading Facility and by voluntarily providing us with other required documents. Additionally, you provide us with Information by trading on our systems, by contacting us or by responding to a promotion; the information we indirectly collect may include logging your Internet Protocol (IP) address, software configuration, operating system and use of Cookies; Cookies are small files containing information that a Website uses to track its visitors which may be sent from us to your computer and sometimes back. Cookies ultimately help us improve your navigation and ease of use of our Online Trading Facility. We may set and access Cookies on your computer, enabling us to learn which advertisements and promotions bring users to our Online Trading Facility. We may use cookies in connection with any of our Products and/or Services and to track your activities on our Online Trading Facility. Cookies do not contain any personally identifiable information. Such information that we collect and share would be anonymous and not personally identifiable.

33.5 We use the Information we collect from you only as appropriate to provide you with quality service and security. For example, we may use the Information collected from you to verify your identity. We may also use this Information to establish and set up your trading Account, issue an Account number, issue Access Codes (username and/or password), log your activity and contact you from time to time. The Information you provide us helps us to improve our Services to you, customize your browsing experience and inform you about additional products, services or promotions that may be of interest to you. Should you ever deactivate your Account with us, we will keep your information on file, but only use it to comply with regulatory requirements and to contact you occasionally with the option to reactivate your account. Please note that you may opt out of our Information sharing policies at any time by notifying us of your desire to do so as explained below.

33.6 We do not disclose or share Information about any of our clients (whether active or inactive) to any non-affiliated third parties other thanin the manner and to the entities set forth below:

a. *Sharing Information with our Associates:* We may share personal information described above with our Associates for business purposes, such as, but not limited to, servicing client's Accounts and informing client's about new products and services, or to aid in the trading activity of our company, its Affiliates, or employees, and as permitted by applicable law. Our Associates may include companies controlled or owned by us as well as companies that have an ownership interest in our company. The information we share with affiliates may include any of the information described above, such as your name, address, trading experience and account information. Our Associates are committed to maintaining the privacy of your information to the same extent we do in accordance with the provisions set forth herein.

b. *Sharing Information with Third Parties:* We do not disclose your personal information to third parties, except as described herein. Third party disclosures made by us in accordance herewith may include sharing such information with non-affiliated companies that perform support services for your Account or facilitate your Transactions and/or Contracts with us, including those that provide professional, legal, or accounting advice to us or that are acting on behalf of us to investigate your credit standing. Non-affiliated companies that assist us in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your personal information only in the course of providing such services and only for the purposes that we dictate. We may also disclose your personal information to third parties to fulfil your instructions or pursuant to your express consent. We want you to know that we will not sell your personal information

c. ***Regulatory Disclosure:*** Under limited circumstances, we may disclose your personal information to third parties as permitted by, or required to comply with, Applicable Laws, Rules and/or Regulations in the jurisdiction of which you are a citizen or a permanent resident, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, and/or of the jurisdiction in which we are organized and/or is performing the Services provided hereunder. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described herein, we will not use your personal information for any other purpose, unless we describe how such information will be used at the time you disclose it to us or we obtain your permission.

d. *Our Social Trading Platform:* We may provide you with the possibility to participate in a real-time social trading platform, which integrates rich community and social characteristics into our Online Trading Facility. Clients who choose to be part of this community/network are required to agree to be part of the network and share their strategies and performance with other clients who choose to be part of the community/network. Accordingly, if you choose to be part of this community/network, you agree and acknowledge that your username, your picture/avatar (if provided), your state of residency, gender, networks, list of users who follow you, users who copy you etc…, list of users you follow or copy, and any network status/posts/blogs and any other content options that enable our clients to interact amongst themselves on such social trading platform, including, without limitation, all content and Information you may be posting thereon, as well as any comments, feedback, postings and/or all Information that you provide to us via our Online Trading Facility and/or via Electronic Messaging, e-mail, fax or telephone in relation thereto, shall be considered non- confidential and non-proprietary information (other than your Personal Data and Information, as described hereinabove, collectively, the "***Content***"). All portfolio and trading information performance results shall be considered non- confidential and non-proprietary information and as our property. By providing such Content, you specifically grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your Content, and we shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to you. Any personal Information of clients who participate in this community/network and the amount(s) traded shall, however, never be disclosed. You can always opt-in and/or opt-out this community/network, very simply, at your discretion.

33.7 We do not share credit information, such as credit history, net worth, or other income information, except as otherwise provided herein.

33.8 Your telephoneconversations,e-mails,internetconversations(chat),meetingsandothercommunicationswithus may be recorded/maintainedbyus.Anyrecordingsshallbeandshallremainoursolepropertyandwillbeacceptedbyyouasconclusive evidenceoftheircontentasrecordedbyus.Youagreethatwemaydelivercopiesoftranscriptsofsuchrecordingstoany court, regulatoryorgovernmentauthority,includingwithoutlimitation,indisputeswhichmayarisebetweenyouandus.However, technicalreasonsmaypreventusfromrecordingaconversation,andrecordingsortranscriptsmadebyuswillbedestroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

33.9 We protectyourInformationbyusingdatasecuritytechnologyandusingtoolssuchasfirewallsanddataencryption. We use SecureSocketLayer('SSL')encryptiontechnologyinordertoprotectcertainInformationthatyousubmit.This type of technologyprotectsyoufromhavingyourInformationinterceptedbyanyoneotherthanuswhileitisbeingtransmitted to us. We workhardtoensurethatourOnlineTradingFacilityissecureandthattheymeetindustrystandards.Wealsouse other safeguardssuchasfirewalls,authenticationsystems(*e.g.*,passwordsandpersonalidentificationnumbers)andaccess control mechanismstocontrolunauthorizedaccesstosystemsanddata.Wealsorequirethatyouuseyourpersonal Access Codes (personalusernameandpassword)everytimeyouaccessyouraccountonline.WerestrictaccesstoInformationatour offices so thatonlyofficersand/oremployeeswhoneedtoknowtheInformationhaveaccesstoit.

33.10 By enteringintotheseTermsandConditions,youareconsentingtothetransmittalofyourPersonalData(*i.e.*yourpersonally identifiableInformationandyourpaymentdetails)tooursubsidiariesand/orAffiliatesandtoexternalcompaniestohelp us to processand/oranalyseitaspartoftheprovisionofourServicestoyou,whetherwithinoroutsidetheEuropeanEconomic Area. SuchPersonalDatamayalsobeusedformarketingpurposes,ortoconductmarketresearchforusorothercompanies in our groupthatmayusesuchPersonalDatatobringtoyourattentionproductsand/orservicesthatmaybeofinterest to you and alsotoassistintheefficientprovisionofourServices.

33.11 Pleasenotethatwereservetherighttoamend,revise,modify,and/orchangeourPrivacyPolic(y)iesatanytime.Should we decidetomakeanychangestoourPrivacyPolic(y)ies,suchchangesshallbeincorporatedintoourrevisedPrivacyPolic(y)ies whichshallbepostedonourOnlineTrading Facility.

33.12 ShouldyouhaveanyquestionsregardingourPrivacyPolic(y)ies,pleasecontactourCustomerSupportteamimmediately, as follows:

Customer Support
Working hours: 24/5
Tel.: + 923 454 777 548
E-mail: support@murrentrade.com

Please include your name, Account number, mailing address, e-mail address and telephone number.

CHAPTER D: TERMS OF SERVICE

34. SERVICES PROVIDED

34.1 Subject to the above registration and eligibility requirements, we hereby grant you a personal, revocable, non-exclusive, non-transferable and non-sub-licensable license (a "***License***") that is limited to the provisions of these Terms and Conditions to access and use our Services (including the use of our Online Trading Facility and any associated downloadable Software), all as described in further detail hereinafter.

34.2 Under these Terms, we may we provide you, as our client, with any of the following services ("***Services***"):

a. Reception and transmission of Orders ("***Orders***") in relation to CFDs on currencies, equities, precious metals, financial indices, future contracts, shares and any other financial instruments (each of which shall hereinafter, individually or collectively, be referred to as "***Financial Instrument(s)***";

b. Dealing on own account;

c. Safekeeping and administration of Financial Instruments, including custodianship and related services;

d. Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings;

e. Granting credits or loans to one or more Financial Instruments, where we are involved in the transaction;

f. Foreign exchange services where these are connected to the provision of investment services; and

g. Investment research and financial analysis or other forms.

34.3 As part of our Services, we will use reasonable commercial efforts to supply you with the informational and technical means to access and use our Online Trading Facility, and provide you with market access and trade execution services ("***Transactions***") in Supported Financial Instruments on a *'rolling spot*' or '*swap*' basis, in a twenty-four-hour mode of operation, from Sunday 22:05 GMT to Friday 21:50 GMT, except on official public holidays in the USA and Europe ("***Dealing Hours***"), subject to the relevant markets in London, the USA and/or Asia being open.

35. EXECUTION OF ORDERS

35.1 Unless expressly determined and stated "*in the terms agreed upon by mutual consent of the Parties*", we offer reception and transmission dealing services to you in relation to transactions in in respect of Over-The-Counter ("***OTC***") traded instruments, such as Spot Forex, Contract for Differences (CFDs) on stocks, indices, precious metals or any other financial instruments or commodities available for trading from time to time via our Online Trading Facility ("***Supported Financial Instruments***"), and such additional services as we may agree from time to time in writing.

35.2 We will NOT advise you on the merits or suitability of any Transaction and/or Contracts entered into pursuant to these Terms and Conditions, nor will we manage or monitor your investments. 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 investment. For your information, we have set out various risk disclosures on our Online Trading Facility.

35.3 Unless expressly determined and stated "*in the terms agreed upon by mutual consent of the Parties*", all Transactions and/or Contracts we enter into with you or execute on your behalf will be placed and executed in accordance with the terms of our Order Execution Policy (as amended or extended from time to time) full details of which are available on our Online Trading Facility ("***Order Execution Policy***"). Our Order Execution Policy is part of these Terms and Conditions and is incorporated herein by reference, shall be applicable to all Transactions and Contracts entered into by and between you and us, to the extent that it does not impose and/or does not seek to impose any obligations on us which we would not otherwise have, but for the *Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007)*.

36. PRICES AND OPENPOSITIONS

36.1 We will provide youwith "bid" and "offer" prices ("***Price Quote(s)***") in respect of Supported Financial Instruments through our Online Trading Facilityor, in those instances where we have agreed to do so, through our dealing department. The Price Quotes that we quote aredetermined by us and usually represent a mark-up or mark-down on inter-bank dealing rates. Our fees and charges are set outonour Online Trading Facility. Each price published shall be valid until the earlier of its expiration time and the time, if any, atwhich it is otherwise withdrawn by us.

36.2 Each Price Quoteshallbe available for use in a dealing Instruction for a Transaction and/or Contract with a principal amount not to exceed a maximum leverage amount, determined by us, published on our Online Trading Facility or otherwise notified to you ("***Leverage***").You acknowledge that the prices and maximum Leverage we may offer to you may differ from prices and Leverage provided toother clients of ours and may be withdrawn or changed by us at any time, without prior notice and without any obligation or ourend to provide any explanation and/or justification. We may in our absolute discretion and without prior notice to you, immediately alter, withdraw or refuse to deal on any Price Quote we may have published or cease the provision of Price Quotes altogether in some or all Supported Financial Instruments and for some or all value dates at any time and without any obligation or our end to provide any explanation and/or justification.

36.3 Unless expressly determined and stated "*in the terms agreed upon by mutual consent of the Parties*", our Services are restricted to executing Transactions and/or Contracts in Supported Financial Instruments via our Online Trading Facility, at the Price Quotes displayed on our Online Trading Facility or otherwise communicated to you at your request.

37. INSTRUCTIONS AND BASIS OF DEALING

37.1 ***Placing of instructions:*** Unless expressly agreed upon otherwise, by us all dealing Instructions must be given to us electronically via our Online Trading Facility, although we may at our sole discretion accept instructions from you in writing (including fax), by e-mail or other electronic means, or orally (including by telephone through our dealing department at the designated phone number specified on our Online Trading Facility or as otherwise notified to you in writing ("***Instructions***"), unless we tell you that Instructions can only be given in a particular way. We may, in our absolute discretion, require confirmation (in such form as we may specify) of any dealing Instruction, as appropriate. If you give Instructions by telephone, your conversation may be recorded. We shall be authorised to follow Instructions notwithstanding your failure to confirm them in writing. Instructions for the simultaneous entering into a Contract for the purchase and a Contract for the sale of a certain Financial Instrument on behalf of the same beneficial owner may NOT be given under this Agreement. A dealing Instruction or Order given by you to us shall not take effect until it is actually received by us. In this Agreement, unless the context requires otherwise, "***Instructions***" and "***Orders***" shall have the same meaning.

37.2 ***Authority:*** We shall be entitled to act for you upon Instructions given or purporting to be given by you or any Person authorised on your behalf (an "***Authorized Person***"), without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Instructions. You shall notify us in writing of the identity of any Authorized Person entitled to give instructions to us on your behalf. Any such notice shall be in writing and shall set out the names and specimen signatures of the Authorized Person or Persons to be authorized. Any such authority may be revoked by notice in writing by you at any time, but shall only be effective upon written confirmation by us of our receipt of such notice of revocation. We shall not be liable for any loss, direct or indirect, resulting from your failure to notify us of such revocation. We shall be entitled to act upon the oral or written instructions of any Authorized Person or any Person who appears to us to be an Authorized Person, notwithstanding that the Person is not, in fact, so authorized. For practical reasons, we can only undertake to register one Power-of-Attorney for you. We are, in accordance with general rules regarding Powers-of- Attorneys entitled to receive instructions from any Person authorised by you as well as Persons who appear so authorised. We do reserve the right, however, at our sole discretion, to reject the appointment of any representative/Power-of-Attorney authorized to act in your Account and we may elect, at our sole discretion, to dismiss and/or reject at any time any transactions performed by such representative/power of attorney. Pursuant to general rules regarding Powers-of-Attorney, you are accountable to us for losses or damages which we may suffer as a result of instructions from a Person who has explicit or tacit Power-of-attorney to give us Instructions on your behalf. We may refuse to act upon any Instruction from any Person authorised by you if we can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area, usual market practice, including but not limited to Anti-Money Laundering ("***AML***") & Know Your Customer ("***KYC***") Legislation, or pertain to insider trading, or if the disposal by our reasonable discretion will put you and/or our economic solidity at risk.

37.3 ***Binding Effect:*** Confirmation of a dealing Instruction by us shall constitute a binding agreement between us on the terms of such Instruction. The procedure for entering dealing instructions is specified on our Online Trading Facility in the online trading section.

37.4 ***Cancellation/withdrawal of Instructions:*** We can only cancel your Instructions if we have not acted upon those instructions. Once an instruction has been given by you or on your behalf, it cannot be rescinded, withdrawn or amended without our express prior written consent.

37.5 ***Right not to accept Instructions/Orders:*** We may (but shall not in any circumstances be obliged to) accept Instructions to enter into a Transaction and/or Contract. We may at our absolute discretion refuse to accept any dealing Instruction given by you or on your behalf, in whole or in part, and refuse to act on it, without giving any reason or being liable for any loss occasioned thereby. In addition, a dealing instruction which, for any reason, is not received by us in a manner in which it can be processed, including a failure of our Online Trading Facility to accept or process such Instruction, shall be deemed not to have been received by us.

37.6 ***Control of Orders prior to execution:*** We have the right (but no obligation) to set limits and/or parameters to control your ability to place Orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation): (i) controls over maximum Order amounts and maximum Order sizes; (ii) controls over our total exposure to you; (iii) controls over prices at which Orders may be submitted (to include (without limitation) controls over Orders which are at a price which differs greatly from the Market Price at the time the Order is submitted; (iv) controls over our Electronic Services (to include (without limitation) any verification procedures to ensure that any particular Order has come from you); or (v) any other limits, parameters or controls which we may be required to implement in accordance with Applicable Laws, Rules and/or Regulations.

The Company has the right to amend and/or cancel any Orders which have been executed within a very small timeframe and the cumulative sizes of those Orders exceed the maximum allowable Order size limit (i.e. a Client may place five orders within two seconds which individually are all below the maximum allowable Order size limit but exceed the limit on a cumulative basis).

37.7 ***Order Execution Policy:*** We shall use our reasonable endeavours to execute any Order promptly, but in accepting your Orders we do not represent or warrant that it will be possible to execute such Order or that execution will be possible according to your Instructions. In general, we shall act according to instructions as soon as practically possible and shall, as far as trading Instructions are concerned, act in accordance with our Order Execution Policy. If, after instructions are received, we believe that it is not reasonably practicable to act upon such instructions within a reasonable time, we may defer acting upon those Instructions until it is, in our reasonable opinion, practicable to do so, or we may notify you that we are refusing to act upon such Instructions. We shall not be liable for any losses resulting from such deferral or refusal. If we encounter any material difficulty relevant to the proper carrying out of an Order on your behalf we shall notify you promptly. We shall carry out an Order on your behalf only when the relevant Market is open for dealings, and we shall deal with any Instructions received outside Market hours as soon as possible when that relevant Market is next open for business (in accordance with the rules of that Market). You agree that we may execute an Order on your behalf outside a Market. When you give us a specific Instruction, our Order Execution Policy may not apply, and we may be unable to take the steps described in such policy to obtain the best possible result in executing your Order. You confirm that you have read and agree to our Order Execution Policy as published from time to time on our Online Trading Facility. We will notify you of any material changes to our Order Execution Policy, but it is your responsibility to check for any other changes to our Order Execution Policy as published from time to time on our Online Trading Facility. We will consider the continued placement of Orders by you to constitute your continued consent to our Order Execution Policy as in effect from time to time.

37.8 ***Crossing of Orders:*** We may arrange for a Transaction and/or Contract to be executed, either in whole or in part, by selling an investment to you from another client, or a client of an Affiliate of ours, or vice-versa. We shall not give you prior notice if we arrange for a Transaction and/or Contract to be executed in this manner.

37.9 ***Aggregation and Split of Orders:*** We are entitled, in our absolute discretion, to combine and/or aggregate your Orders with our own Orders and/or with Orders of any of our Associates and/or Persons connected with us, including employees and/or other clients. Furthermore, we may split your Orders when executing them. Orders will only be aggregated or split, however, if we reasonably believe it to be in your best interest. On some occasions, however, aggregation and split of your Order may

result in you obtaining a less favourable price in relation to a particular Order, than if your Orders had been executed, respectively, separately or mutually.

37.10 ***Confirmation of Instructions:*** We may (but shall not in any circumstances be obliged) to require confirmation of any Instruction in such form as we may reasonably request if it appears to us that such confirmation is necessary or desirable; or such Instruction is to close an Account or remit money due to you. It is your responsibility to inform us of any change to your e-mail address, the non-receipt of a confirmation, or whether any confirmations are incorrect, before settlement.

37.11 ***Performance and Settlement:*** You will promptly deliver any Instructions, money, documents or property, which we may require from you or which is deliverable by you under a Transaction and/or Contract in accordance with that Transaction and/or Contract, as modified by any Instructions given by us, for the purpose of enabling us to perform our obligations under the relevant matching Transaction and/or Contract on a Market or with an intermediate broker. If you do not provide us with such Instructions promptly, we may, at our absolute discretion, take such steps at your cost, as we consider appropriate for our own protection or for your protection. This provision is similarly applicable in situations when we are unable to obtain contact with you.

37.12 ***Intermediate Brokers and other agents:*** We may, at our entire discretion, arrange for any Transaction to be effected with or through the agency of an intermediate broker, who may be an Associate of ours, and may or may not be in Cyprus. Neither we, nor our respective directors, officers, employees or agents, will be liable to you for any act or omission of such an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by you.

37.13 ***Position Limits:*** We may, in our absolute discretion, require you to limit the number of open positions which you may have with us at any time and/or only allow you to enter into closing transactions or we may close out any one or more positions or reverse Transactions and/or Contracts in order to ensure that the position limits we have imposed are maintained.

37.14 ***Fluctuations in Exchange Rates:*** If you enter into any Transaction and/or Contract, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such Transaction and/or Contract will be entirely for your account and risk.

37.15 ***Trade Reporting:*** Under Applicable Laws, Rules and/or Regulations we may be obliged to make information about certain Transactions and/or Contracts public. You agree and acknowledge that any and all proprietary rights in such Transaction and/or Contract information are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.

37.16 ***Rollover:*** If we do not receive Instructions from you to settle any open Transactions and/or Contracts by the close of the Business Day, we are hereby authorized (but not obliged) to transfer all said Contracts to the next business date traded ("***Rollover***"), as provided in further detail in Section 43 hereinafter.

38. ELECTRONIC TRADING TERMS

38.1 ***Settlement/Trade Confirmation:*** You acknowledge the electronic nature of our Services via our Online Trading Facility and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside our control. Accordingly, any Instruction sent by you or on your behalf via our Online Trading Facility or by e-mail shall only be deemed to have been received and shall only then constitute a valid Instruction and/or binding Contract between you and us, when such Instruction has been recorded as executed by us and confirmed by us to you through a Settlement/Trade Confirmation, and the mere transmission of an Instruction by you or on your behalf shall not by itself constitute a binding Contract between you and us.

38.2 ***Communications via the Internet:*** Since we do not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of our clients' equipment or reliability of its connection, we shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to us, nor for any loss, expense, cost or liability suffered or incurred by you as a result of Instructions being given, or any other communications being made, via the Internet. You will be solely responsible for all Orders, and for the accuracy of all information, sent via the Internet using your Access Codes. We will not execute an Order until we have confirmed the Order to you and transmission of an Order by itself shall not give rise to a binding Transaction and/or Contract between you and us.

38.3 ***Mobile trading technology:*** There are a series of inherent risks with the use of the mobile trading technology such as the duplication of Orders/Instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on our mobile platform are solely an indication of the executable rates and may NOT reflect the actual executed price of the Order. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a delay in Price Quote or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider. Please also note that some of the features available on Online Trading Facility may not be available on our mobile feature.

38.4 ***Usernames and Passwords:*** You are obliged to keep your usernames and passwords ("***Access Codes***") secret and ensure that third parties do not obtain access to our Online Trading Facility. Without prejudice to any other provisions of this Agreement, you will be liable for all Transactions and/or Contracts executed by means of your Access Codes, even if such may be wrongful.

38.5 ***Pricing Data:*** Unless otherwise indicated or agreed upon any prices shown on our Online Trading Facility are indicative at the time shown based on data that is subject to constant change. The execution price is that which is confirmed to you on the Settlement/Trade Confirmation issued (whether on screen or otherwise) after your Order is executed, although this price may in certain cases differ from the price appearing on the screen at the time the Order was placed. In the event that an erroneous price is used as the basis of any transaction, we reserve the right, at our sole discretion, to amend or revoke the details of the Transaction(s) and/or Contract(s) in question.

38.6 ***Restrictions on Services Provided:*** There may be restrictions on the total value and/or number of Transactions and/or Contracts that you can enter into on any one day and also in terms of the total value and/or number of those Transactions and/or Contracts when using our Online Trading Facility.

38.7 ***Limit Order Functionality:*** The 'Limit Order' functionality of our Online Trading Facility will be subject to the Internet service remaining available over the period in which the' Limit Order' is outstanding, and will be subject to size limits input by our dealer(s) remaining in excess of your Order size and such dealer's position limits and/or any other limits determined by us to be applicable to you (whether or not disclosed to you) and your still being able to facilitate the Order at the time the limit price is reached.

38.8 ***Access Requirements:*** You will be responsible for providing the computer system(s) to enable you to access and/or use our Online Trading Facility and for making all appropriate arrangements with any telecommunications suppliers or, where access to our Online Trading Facility is provided through a third party server, any such third party, necessary in order to obtain access to our Online Trading Facility; neither we nor any company maintaining, operating, owning, licensing, or providing services to us in connection with, our Online Trading Facility (a "***Third Party Service Provider***") makes any representation or warranty as to the availability, utility, suitability or otherwise of any such equipment, software or arrangements..

38.9 ***Virus detection:*** You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time and for the implementation and regular use of up-to-date virus detection/scanning programs; in the event you become aware of a material defect, malfunction or virus in your computer system(s) or in our Online Trading Facility, you will immediately notify us of such defect, malfunction or virus and cease all use of our Online Trading Facility until you have received permission from us to resume.

38.10 ***Use of Information, Data and Software:*** In the event that you receive any data, information or Software via our Online Trading Facility, other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us in writing and will not use, in any way whatsoever, such data, information or Software.

38.11 ***Maintaining standards:*** When using our Online Trading Facility you must: (a) ensure that your computer systems are maintained in good order and are suitable for use with our Online Trading Facility; (b) run such tests and provide such information to us as we shall reasonably consider necessary to establish that your computer systems satisfy the requirements notified by us to you from time to time; (c) carry out virus checks on a regular basis; (d) inform us immediately of any unauthorised access to our Online Trading Facility or any unauthorised Transaction or Instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and (e) not at any time leave the computer terminal from which you have accessed our Online Trading Facility or let anyone else use such computer terminal until you have logged off from our Online Trading Facility.

38.12 ***Systemdefects:***Intheeventyoubecomeawareofamaterialdefect,malfunctionorvirusinyourcomputersystem(s)orour OnlineTradingFacility,youwillimmediatelynotifyusinwritingofsuchdefect,malfunctionorvirusandceasealluseofour OnlineTrading Facilityuntilyouhavereceivedpermission fromustoresumeuse.

38.13 ***IntellectualProperty:***Allrightsinpatents,copyrights,designrights,trademarksandanyotherintellectualpropertyrights (whetherregisteredorunregistered)relatingtoourOnlineTradingFacilityremainvestedinusorourLicensors.Youwillnot copy,interferewith,tamperwith,alter,amendormodifyourOnlineTradingFacilityoranypartorpartsthereofunlessexpressly permittedbyusinwriting,reversecompileordisassembleourOnlineTradingFacility,norpurporttodoanyofthesameor permitanyofthesametobedone.

38.14 ***LiabilityAndIndemnity:***Withoutprejudicetoanyothertermsofthis Agreement,relatingtothelimitationofliabilityand provisionofindemnities,thefollowingclausesshallapplytotheServicesweprovideviaourOnlineTradingFacility:(a)***System errors:***Weshallhavenoliabilitytoyoufordamagewhichyoumaysufferasaresultoftransmissionerrors,technicalfaults, malfunctions,illegalinterventioninnetworkequipment,networkoverloads,maliciousblockingofaccessbythirdparties, internetmalfunctions,interruptionsorotherdeficienciesonthepartofinternetserviceproviders.Youacknowledgethataccess to ourOnlineTradingFacilitymaybelimitedorunavailableduetosuchsystemerrors,andthatwereservetherightuponnotice to suspendaccesstoourOnlineTradingFacilityforthisreason;(b)***Delays:***Neitherwenoranythirdpartysoftwareprovider acceptsanyliabilityinrespectofanydelays,inaccuracies,errorsoromissionsinanydataprovidedtoyouviaourOnlineTrading Facility;(c)***VirusesfromourOnlineTradingFacility:***Weshallhavenoliabilitytoyou(whetherincontractorintort,including negligence)intheeventthatanyviruses,worms,softwarebombsorsimilaritemsareintroducedintoyourcomputersystem(s) via ourOnlineTradingFacilityoranysoftwareprovidedbyustoyouinordertoenableyoutouseourOnlineTradingFacility, providedthatwehavetakenreasonablestepstopreventanysuchintroduction;(d)***VirusesfromyourComputerSystem(s):*** You willensurethatnocomputerviruses,worms,softwarebombsorsimilaritemsareintroducedintoourOnlineTrading Facility,computersystem(s)ornetwork(s)andyouwillindemnifyusondemandforanylossthatwesufferarisingasaresultof any suchintroduction.

38.15 ***Unauthoriseduse:***Weshallnotbeliableforanyloss,liabilityorcostwhatsoeverarisingfromanyunauthoriseduseofour OnlineTradingFacility.Youshallondemandindemnify,protectandholdusharmlessfromandagainstalllosses,liabilities, judgements,suits,actions,proceedings,claims,damagesandcostsresultingfromorarisingoutofanyactoromissionbyany personusingourOnlineTradingFacilitybyusingyourdesignatedAccessCodes(usernamesand/orpasswords),whetherornot you authorisedsuchuse.

38.16 ***Suspensionorpermanentwithdrawalwithnotice:***Withoutprejudicetoanyotherprovisionsof this Agreement,wemay suspend or permanently withdraw our Online Trading Facility, by giving you five (5) calendar days written notice.

38.17 ***Immediatesuspensionorpermanentwithdrawalwithoutnotice:***Withoutprejudicetoanyotherprovisionsof this Agreement, we shallbeentitled,unilaterallyandwithimmediateeffect,tosuspendorwithdrawpermanentlyyourabilitytoaccessand/or use ourOnlineTradingFacility,oranyparttthereof,withoutpriornotice,whereweconsideritnecessaryoradvisabletodoso, for exampledueto:(a)yournon-compliancewithanyApplicableLaws,Rulesand/orRegulations(b)breachofanyprovisions of thisAgreement;(c)ontheoccurrenceofanEventofDefault;(d)networkproblems;(e)failureofpowersupply;(f) maintenance;or(g)toprotectyouwhentherehasbeenabreachofsecurity.Inaddition,theuseand/oraccessofourOnline TradingFacility,oranyparttthereof,maybeterminatedautomatically,uponthetermination(forwhateverreason)of(a)any licencegrantedtouswhichrelatestotheoperationofourOnlineTradingFacility;or(b)thisAgreement.Theuseand/oraccess of ourOnlineTradingFacilitymaybeterminatedimmediately,inwholeorinpart,ifanyUnderlyingInstrumentsrelatingtoany SupportedFinancialInstrument(s)is/arewithdrawnbyanyMarketand/orifwearerequiredtowithdrawourOnlineTrading Facility,inwholeorinpart,tocomplywithApplicableLaws,Rulesand/orRegulations

38.18 ***Effectsofpermanentwithdrawal:***Intheeventofaterminationoftheaccessand/oruseofourOnlineTradingFacilityforany reason,uponourfirstrequest,youshall,atouroption,returntousordestroyallhardware,Software,SystemDocumentation and/orotherdocumentationorfileswehaveprovidedtoyouinconnectionwithourOnlineTradingFacility,andanycopies thereof.

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39. ELECTRONIC TRADING METHODOLOGY Upon receipt of a Price Quote from us via our Online Trading Facility, you may issue a

39.1 Deal Request to us via our Online Trading Facility, applying the very most recent Price Quote sent to you. You acknowledge that you shall not be entitled to the execution of a Transaction and/or Contract and shall not be entitled to send a Deal Request to us via our Online Trading Facility, in response to a Price Quote, unless such Price Quote indicates that it is a Dealable Quote.

39.2 Upon receipt of a Deal Request from you via our Online Trading Facility, we shall issue a Deal Response to you via our Online Trading Facility. The Deal Response will indicate whether your Deal Request was accepted or not.

39.3 Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that we shall not be under any obligation to provide a Deal Response to you to the extent that a Credit Limitation exists with respect to your Account. We acknowledge and agree to disclose any such Credit Limitations to you.

39.4 You acknowledge and agree that if and when you issue a Deal Request to us via our Online Trading Facility, you shall be bound to the terms of the Transaction and/or Contract upon our placement of the Deal Response. In case of failure to receive any Deal Response due to connectivity problems, you shall immediately contact us through other means of communication, to obtain confirmation of the executed Transaction and/or Contract. You acknowledge and agree that you are solely responsible for all Deal Requests submitted via our Online Trading Facility and that we are under no duty of inquiry regarding the capacity of any Person using any Access Codes (logins and password(s) issued to you and that any such Person will be deemed by us as having the authority to bind you with respect to all Deal Requests submitted to us via your Account on our Online Trading Facility.

40. TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS

40.1 ***Electronic Settlement/Trade Confirmations:*** Following the execution of a dealing Instruction for your Account, we will confirm that Transaction and/or Contract as soon as we reasonably can by posting a trade confirmation ("***Settlement/Trade Confirmation***") on our Online Trading Facility, but failure to do so will not affect the validity of the transaction. Settlement/Trade Confirmations will normally be available instantly following the execution of the Transaction via our Online Trading Facility. Confirmations shall be deemed to be conclusive and binding on you if not objected to immediately upon receipt with such objection confirmed in writing (including e-mail or electronic mail) no later than close of business on the business day (being a day, other than a Saturday, Sunday or public holiday, when banks in Cyprus are open for business) (a "***Business Day***") following the day on which the Settlement/Trade Confirmation is posted on our Online Trading Facility. In the event that you believe to have entered into a Transaction or Contract, which should have produced a Settlement/Trade Confirmation or otherwise a posting on your Account, but you have not received such confirmation, you must inform us immediately when you ought to have received such confirmation. In the absence of such information, the Transaction and/or Contract may, at our reasonable discretion, be deemed to be non–existent.

40.2 ***Reports of Account Activity***: We will post details of your Account activity on our Online Trading Facility and you will be able to generate daily and monthly of your Account activity as well as a report of each executed Transaction and/or Contract. Updated Account information normally will be updated periodically during our Dealing Hours and will in any event be available no more than twenty-four (24) hours after any activity takes place on your Account. Posting of Account Information (as defined below) via our Online Trading Facility will be deemed delivery of Settlement/Trade Confirmations and Account statements. Account information will include Settlement/Trade Confirmations with ticket numbers, purchase and sale rates, utilised Margin available for Margin trading, statements of profits and losses, as well as current open positions, any other information required to be provided under Applicable Laws, Rules and/or Regulations and any other information we may make available ("***Account Information***"). We may in our absolute discretion withdraw or amend any Account Information at any time. Unless otherwise determined and stated "*in the terms agreed upon by mutual consent of the Parties*", you agree that we are under no obligation to provide confirmations in hard copy or by e-mail rather than through our Online Trading Facility. By accepting these Terms and Conditions you agree not to receive any Account Information in printed form us other than upon specific request. You must verify the contents of all Account Information received from us. The Account Information posted on our Online Trading Facility shall (save if manifestly incorrect) be conclusive evidence of your Transactions and/or Contracts, open positions, Margin and cash balances, and shall be conclusive and binding on you, if not objected to immediately upon receipt with such objection confirmed in writing (including e-mail or electronic mail) no later than close of business on the Business Day following the day on such information is posted on our Online Trading Facility.

41. CONSENT TO RECEIVE ELECTRONIC TRANSMISSION OF TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS

41.1 You consenttoreceiveallAccountinformationandSettlement/TradeConfirmationsviatheInternetandthatOrdersor instructions given to you via e-mail or other electronic means will constitute evidence of the Orders or Instructions given. You will be abletoaccessallyourAccountinformationviaourOnlineTradingFacilityusingyourownAccessCodes.Youwillhave access viaourOnlineTradingFacilitytocustomizablestatementsthatwillallowyoutheabilitytoview,individualTransactions and/or Contracts,daily,weekly,andmonthlyreportsandtradeinformation.TheupdatedAccountinformationnormallywillbe updated periodically during our Dealing Hours and will in any event be available no more than twenty four (24) hoursafteractivityisgeneratedinyourAccount.

41.2 The postingoftheseactivitieswillbedeemeddeliveryofSettlement/TradeConfirmationandAccountactivitystatements. The informationwillincludeSettlement/TradeConfirmationswithticketnumbers,buyandsalerates,transactionamount, statementsofprofitandloss,currentopenpositionsaswellaspendingOrders.

41.3 If you nolongerwishtocommunicateviaelectronicmedia,youmustnotifyusandrevokethisconsentinwriting.Ifyoudonot wish to communicateviaelectronicmediaatall,youmustinformusofyourwisheswhenapplyingtoopenanAccountwithus. However, if you revoke your consent, your access to our Online Trading Facility may be restricted or terminated, at our sole discretion.

41.4 As previouslyindicated,anysuchcommunicationsbeingmadeviaelectronicmediashallbetreatedassatisfyinganylegal requirementthatacommunicationshouldbesignedand'inwriting',totheextentpermittedby ApplicableLaws,Rules and/or RegulationsFurthermore,youherebywaiveanyrightsorrequirementsunderanyApplicableLaws,Rulesand/or Regulationsin any jurisdictionwhichrequireanoriginal(non-electronic)signatureordeliveryorretentionofnon-electronicrecords,tothe extent permittedunderapplicablemandatorylaw.

42. RECORDING OF TELEPHONE CONVERSATIONS, INTERNET CONVERSATIONS (CHAT), AND MEETINGS

42.1 Your telephoneconversations,ElectronicMessaging,e-mails,internetconversations(chat),meetingsandother communications with us may be recorded/maintained by us. Any recordings shall be and shall remain our sole property and will be acceptedbyyouasconclusiveevidenceoftheircontentasrecordedbyus.Youagreethatwemaydelivercopiesof transcriptsofsuchrecordingstoanycourt,regulatory orgovernmentauthority,includingwithoutlimitation,in disputeswhich may arisebetweenyouandus.

42.2 However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyedinaccordancewithournormalpractice.Consequently,youshouldnotrelyonsuchrecordingstobeavailable.

43. ROLLOVER AND OFFSET INSTRUCTIONS

43.1 Rollover is the process of extending the settlement date of an open position (*i.e.* date by which an executed trade must be settled).Theforexmarketallowstwobusinessdaysforsettlingallspottrades,whichimpliesthephysicaldeliveryofcurrencies. In margintrading,however,thereisnophysicaldelivery,soallopenpositionsmustbecloseddailyatend-of-day(22:00GMT) and re-openedonthefollowingtradingday.Thispushesoutthesettlementbyonemoretradingday.Thisstrategyiscalled rollover.

43.2 Rollover is agreed on through a swap contract which comes at a cost or at a gain for traders. We do not close and re-open positions, but will charge you a fee in respect of each such position and debit/credit your trading Accounts for positions held open overnight,dependingonthecurrentinterestrates(LIBOR/LIBIDwithaddedmark-up)("***RolloverFee***").As2:00GMTis considered to be the beginning and the end of a forex trading day, any positions which are still open at 22:00 GMT sharp are subject torolloverandwillbeheldovernight.Positionsopenedat22:01arenotsubjecttorolloveruntilthenextday,butif you openapositionat21:59,arolloverwilltakeplaceat22:00GMT.Foreachpositionopenat22:00acreditordebitappears on your accountwithin1hour,andwillbedirectlyappliedtoyourequityaccount.

43.3 The RolloverFeesthatwechargewillbepublishedonourOnlineTradingFacility.WeshallattempttocollectsuchRolloverFees from the freebalanceinyourAccountwithus.Intheeventthatweareunabletocollectsuch RolloverFee(s)fromthefree balance in yourAccountwithus,wereservetherighttoclosepart,orall,ofyouropenpositionsasperourOrderExecution Policy. You shallbeliableforpromptlypayingallRolloverFees(s),evenifallMarginpreviouslydepositedbyyouhasbeenlost.

43.4 In the absence ofclear and timely instructions from you, we are authorised, at our absolute discretion, to offset all or any portion of the positions in your Account(s) or to make or receive delivery on your behalf upon such terms and by such methods deemed reasonableby us.

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CHAPTER E: MARGIN DEPOSITS, COLLATERAL AND PAYMENT

44. MARGIN AND COLLATERAL

44.1 ***Contingent liability:*** Where we effect or arrange a Transaction and/or Contract, involving, for instance, a Contract for Differences, you should note that, depending upon the nature of the Transaction or Contract, you may be liable to make further payments when the Transaction and/or Contract fails to be completed or upon the earlier settlement or closing out of your position. You will be required to make further variable payments by way of Margin against the purchase price of the investment, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the Market Price of your investment will affect the amount of Margin payment you will be required to make.

44.2 ***Margin call:*** You shall pay us on demand: (a) such sums of money as we may from time to time require as Security for your obligations to us; (b) any amount necessary for maintaining a positive balance in any and all of your Accounts with us; and (c) such sums of money by way of deposits or as initial or variation Margin, in respect of and as Security for your actual, future and contingent liabilities to us in such amounts and in such forms as we, in our absolute discretion, may require. You accept that our Online Trading Facility operates with an automated risk monitoring, Margin Call and Stop-out facility designed to monitor the overall utilization of clients' available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts they are entering into via our Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading.

44.3 ***Margin requirements:*** We may change our Margin requirements at any time. Any requirement for Margin payments must be satisfied within such time as may be specified by us or, if none is specified, immediately. One Margin call does not preclude another.

44.4 ***Margin requirements prior to and during Market Disruption:*** Without prejudice to clause 44.3 above, the Company at its sole discretion may temporarily require higher margin for placing new Orders for any specific or all Financial Instruments (compared to the normal margin requirements of the Client's account) in the following cases:

a. Prior to and/or during Friday market closure.
b. Prior and/or during to any other market closure for any specific or all Financial Instruments.
c. Prior and/or during to any major news announcements, such as, but not limited to, the Nonfarm Payroll announcement made by the United States Department of Labor.
d. Prior and/or during to any anticipated abnormal Market conditions and/or Market Disruptions.

The above temporary increase of the margin requirements is only intended to affect new orders placed following the implementation of the new margin requirements and it will not affect any Orders which have been placed prior to the implementation of the new margin requirements.

44.5 ***Form of Margin:*** Margin must be provided in the form of cash or, only in those instances in which we may agree otherwise, other assets, such as collateral (by which we mean investments, securities, bonds or any other financial instrument, property or asset acceptable to us in lieu of cash) ("***Collateral***") (all together "***Assets***"). The currency of the cash Margin you pay to us shall be the currency of the relevant underlying Transaction (if applicable) or as we may in our discretion reasonably decide from time to time. Cash Margin is paid to us as an outright transfer of title and you will not retain any interest in it. Cash Margin received by us will be recorded by us as a cash repayment obligation owed by us to you.

44.6 ***Non-cash Margin:*** Where we agree to accept non-cash Collateral, it must be in a form acceptable to us. The value of the non-cash collateral and the proportion of that value to be taken into account for Margin purposes shall be determined by us in our absolute discretion. We shall apply such terms and conditions as to the acceptance, valuation and release of any Collateral you may provide as we may in our absolute discretion think appropriate. In particular, you are made specifically aware that we may determine, at our reasonable discretion, the value by which any such Collateral shall be registered and consequently contribute to our demands towards you and that we may continuously change the value of such Collateral without prior notice to you. In determining the amount of Collateral and the amount of our obligations to you, we may apply such methodology (including judgements as to the future movement of markets and values), as we consider appropriate, consistent with Applicable Laws, Rules and/or Regulations.

44.7 ***Securityinterest:***Ourservicestoyouareprovidedontheunderstandingthatwhereyoutransfermoneyand/orCollateralto us bywayofMarginorotherwise,wewilltreatthisasatransferoffullownershipofsuchmoneyand/orCollateraltousforthe purposeofsecuringorcoveringyourpresent,future,actual,contingentorprospectiveobligations,andwewillnottreatsuch moneyand/orCollateralas'clientMoney',withinthemeaningofrecital27ofMiFID.Anysuchmoneyand/orCollateralreceived by usfromyouorathirdpartyforyouraccountwillbeowedbyustoyou,evenwhereweareactingasyourAgentandyouno longerhaveaproprietaryclaimoversuchmoneyand/orCollateraltransferredtousbywayofMargin,andwecandealwithit in ourownright.Accordingly,withoutprejudicetoanyotherprovisionsofthisAgreement,weshallhavetherighttopledge, charge,loanorotherwiseuseordisposeofallorpartofsuchmoneyand/orCollateralprovidedtousbywayofMargin,asif we werethebeneficialownerthereof.Wewilltransferanequivalentamountofmoneyand/orCollateralbacktoyouwhere,at our solediscretion,weconsiderthattheamountofmoneyand/orCollateralyouhavetransferredtousismorethanisnecessary to coveryourpresentandfutureobligationstous.YouagreethatCollateralprovidedintheformofinvestmentswillbereturned to youintheformofinvestmentsofthesamedescriptionandamountasthoseacceptedbyusasCollateral,butthatanysuch Collateralreturnedtoyouneednotbetheactualinvestmentsprovidedbyyou.

44.8 ***FailuretomeetMargincall:***Youareresponsibleformaintainingappropriatearrangementswithusatalltimesforthereceipt and communicationofinformationregardingMargin.Youshallpromptlydeliveranymoneyorpropertydeliverablebyyouin respectofanyTransactionorContractinaccordancewiththetermsofthatTransactionorContractandwithanyinstructions given byusforthepurposeofenablingustoperformourobligationsunderanycorrespondingTransactionorContractentered into betweenusandathirdparty.Ifyoufailtoprovideuswith Margin,depositsorotherpayableamountsinaccordancewith the termsofanyTransactionorContractwithininthe requiredtime,wewillbeentitled,atoursolediscretion,toclose outany open TransactionorContractwithoutpriornoticetoyouandapplyanyproceedsthereoftopaymentofanyamountsdueto us and/or,aswedeemfitatoursolediscretion,exerciseourrightsinaccordancewithSection85below.

44.9 ***CurrencyConversion:***AllinitialandsubsequentcallsforMarginshallbemadeinthecurrencyoftheTransactionand/or Contract,orinthecurrencyofyourAccountaswedetermine,insuchamountsaswemayinourabsolutediscretionrequire; we areauthorisedtoconvertfundsinyouraccountforMargin intoandfromsuchforeigncurrencyatarateofexchange determinedbyusonthebasisofthethenprevailingmoneymarketrates.Insuchcircumstances,wewillnotbeliabletoyou for anylosssufferedbyyouasaresultofsuchaction(although,wewillusereasonableendeavourstoonlyconvertsuchfunds as mayprudentlyberequiredtocoverthepositioninrespectoftherelevanttransaction).

44.10 ***Refusalto acceptMargin:***Wereservetherighttoreturntoyouatanytime,withorwithoutreasonsandwithoutbeingobliged to provide youwithanyjustificationofexplanation,anyAssetsdepositedwithusbywayofMargin,Collateral,depositsor otherwise.

45. MARGIN CALL POLICY / MARGIN CALL LEVEL / STOP-OUT LEVEL

45.1 You accept that our Online Trading Facility operates with an automated risk monitoring, Margin Call and Stop-out facility designed to monitor the overall utilization of your available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts you are entering into via our Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading Facility.

45.2 Our Margin Call Policy guarantees that your maximum possible risk is your Account equity. If the equity in your Account drops to 50% of the Margin Level required to maintain your open positions ("Margin Call Level"), you will receive a Margin Call. This is a warning message that the equity in your Account is not enough to support your open positions. At this point, you will not be able to take any new position and you will have the option to deposit sufficient money in order to maintain your open positions. When you have losing positions, your Margin Level will go down and may become close to the Margin Call Level. When you have winning positions, your Margin Level will go up and the Margin Call Level may become more remote.

45.3 As a service, our dealers will attempt to contact clients who are accustomed to dealing by telephone when their open positions reach Margin Call Level. All clients are, however, fully and personally responsible for monitoring the activity of their Accounts, including, without limitation, whether and when their open positions reach Margin Call Level.

45.4 The "***Stop-out Level***" is the level of your equity where our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent

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furtheraccountlossesintothenegativeterritory.ForstandardaccountholderstheStop-outLevelisequalto20% of the Margin Level requiredtomaintainyouropenpositions.FormicroaccountholderstheStop-outLevelis20%oftheMargin required to maintainyouropenpositions.

45.5 In the casewherea'StopOrder'or'LimitOrder'(or'EntryStop'or'Limit')isenteredatthesamepricethatwould trigger a Stop-out,theStop-outwillbeexecutedwhenthatpriceistouched(orgapsthroughtheprice)andallpendingOrders attached to that tradewillbecancelled.

A MARGINCALLOR,ASTHECASEMAYBE,STOP-OUT,WHENTRIGGERED,WILLTAKEPRECEDENCEOVEROTHERORDER TYPES.

46. SECURITY

46.1 ***Securityinterest:***AllAssetsbelongingtoyouwhichwemayatanytimebeholdingforyou(eitherindividually, jointly with another,orasaguarantoroftheaccountofanyotherperson)orwhichmayatanytimebeinourpossession or control or carriedonourbooksforanypurpose,includingsafekeeping,aretobeheldbyusasSecurityfortheperformance of your obligationstousandheldsubjecttoagenerallienandrightofset-offforanyofyourliabilitiestousandirrespective of the numberofAccountsyoumayhavewithus.WithoutlimitationsuchSecurityshallcomprisethecreditbalances on your Account(s),anysecuritiesregisteredasbelongingtoyouonourbooks,andthevalueofyouropenpositionswith us. We may, in our absolutediscretionandwithoutnoticetoyou,applyand/ortransferanyorallAssetsbelongingtoyoubetween any of your accountswithusandcombineorsetoffbetweenaccountsandconvertanycurrencyintoanother.Without prejudice to any other rightstowhichwemaybeentitled,wemayatanytimeandwithoutnoticetoyousetoffanyamounts (whether actual or contingent,presentorfuture)atanytimeowingbetweenyouanduspayingyouthedifference.

46.2 ***Secured Obligations:***Furthermore,asacontinuingSecurityfortheperformanceofallyourobligations(whether actual or contingent, presentorfuture)tousunderorpursuanttotheseTermsandConditions(the"***SecuredObligations***") you grant to us, with fulltitleguarantee,afirstfixedSecurityinterestinallyourAssetsnoworinthefutureprovidedbyyou to us or to our Order orunderourdirectionorcontrolorotherwisestandingtothecreditofyourAccount(s)underthese Terms and Conditions orotherwiseheldbyusorournomineesonyourbehalf.Youagreethatweshallbeabletorealiseand apply such Assets in or towardssatisfactionofalloranypartofanySecuredObligationsthataredueandpayabletousatany time without notice to youandwithoutbeingliabletoyouforanylosswhichmayarisethroughsuchrealisation.

46.3 ***Further assurance:***Youagreetoexecutesuchfurtherdocumentsandtotakesuchfurtherstepsaswemayreasonably require in order to perfectourSecurityinterestover,beregisteredasowneroforobtainlegaltitletoanyMarginprovided to us, secure further the SecuredObligations,enableustoexerciseourrightsortosatisfyanyMarketrequirement.

46.4 ***Substitution:*** You may not withdraworsubstituteanyAssetsorpropertysubjecttoourSecurityinterestwithout our prior express and written consent.

46.5 ***Set-off on Default:*** If an Event of Default occurs (as defined hereinafter) or this Agreement terminates, we shall set-off the balance of cash Margin owed by us to you against your obligations (as reasonably valued by us) to us. The net amount, if any, payable between us following such set-off, shall take into account the amounts payable to us under the Clause headed "***Netting***" of this Agreement.

46.6 ***Right to pledge, re-pledge, hypothecate, invest or loan***: You hereby warrant and represent that any property or Assets you transfer to us as Collateral under these Terms and Conditions are free from any lien, Security interest or other encumbrance other than the lien created under these Terms. You hereby also grant to us the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other clients any Collateral we hold for you whether, to ourselves as broker or to others in satisfaction of our clients' obligations to us or such third party.

46.7 ***Negative pledge:*** You undertake neither to create nor to have outstanding any Security interest whatsoever over, nor to agree to assign or transfer, any of the cash or non-cash Margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

46.8 ***Power to charge:*** You agree that we may, to the extent that any of the Margin you provide us with under these Terms and Conditions constitutes "***financial collateral***" and this Agreement and your obligations hereunder constitute a "***security financial collateral arrangement***", free of any adverse interest of yours or any other person, grant a Security interest over

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Margin provided by you to cover any of our obligations to an intermediate broker or Market, including obligations owed by virtue of the positions held by us or other of our clients.

46.9 ***Power of appropriation:*** You further agree that, to the extent that any of the Margin you provide us with under these Terms and Conditions constitutes "***financial collateral***" and this Agreement and your obligations hereunder constitute a "***security financial collateral arrangement***", we shall have the right to appropriate all or any part of such 'financial collateral' in or towards discharge of any Secured Obligations. For these purposes, you agree that the value of such 'financial collateral' so appropriated shall be the amount of the Margin, together with any accrued but un-posted interest, at the time the right of appropriation is exercised. It is further agreed and understood that the method of valuation provided for in this Agreement shall constitute a commercially reasonable method of valuation for the purposes hereof.

46.10 ***Power of sale:*** If an Event of Default occurs (as defined hereinafter), we may exercise the power to sell all or any part of the Margin you provide us with under these Terms and Conditions and shall be entitled to apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of the Secured Obligations. Such sale shall take place by the means that we in our reasonable discretion determines and at the price that we in our reasonable discretion determine to be the best obtainable.

46.11 ***General lien:*** In addition and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Laws, Rules and/or Regulations we shall have a general lien on all Assets and property held on your behalf by us, our Associates or our nominees, until the satisfaction of all Secured Obligations. Without limitation, such general lien shall comprise the credit balances on your Accounts, the securities registered as belonging to you on our books, and the value of your open positions with us. We may, in our absolute discretion and without notice to you, apply and/or transfer any or all such Assets which you have deposited at any time with us or which may at any time be in our possession or control or carried on our books for any purpose, including safe keeping, between any of your Accounts with us and combine or set off between accounts and convert any currency into another. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set-off any amounts (whether actual or contingent, present or future) at any time owing between you and us paying you the difference.

CHAPTER F: COMMISSIONS, FEES AND CHARGES

47. COMMISSIONS, FEES AND CHARGES

47.1 You shall pay to us such fees and charges (including, without limitation, spreads, charges, interest and other fees) ("***Commissions and Charges***") at such rates as are notified by us to you from time to time or published on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge that you have read, understood and accepted the information under the Spreads and Conditions Schedule posted on our Online Trading Facility, in which all such Commissions and Charges (including, without limitation, spreads, charges, interest and other fees) are explained.

47.2 We reserve the right to amend, alter, modify, delete or add to any of these Commissions and Charges at any time and at our sole discretion. When these Commissions and Charges are modified (hereinafter referred to as "***Changes***") we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes, each such notification of which shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly the information posted under the Spreads and Conditions Schedule on our Online Trading Facility regarding any such Changes. Therefore, you should review the Spreads and Conditions Schedule on our Online Trading Facility from time to time so as to ensure that you will be aware of any such Changes. Except if, and then to the extent provided otherwise in this Agreement, all Changes shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments are made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such Changes and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those Changes, you should cease to use our Online Trading Facility, and inform us in writing, immediately.

47.3 In the event that such Changes are to your advantage, or the grounds for such Changes are due to external circumstances

beyond our reasonable control, we are entitled to modify such Commissions and Charges with immediate effect, without the need to give priornotice. Such circumstances may include, without limitation: (a) Changes in the relationship with our counterparties, which affect our cost structures; (b) Changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on by us to you.

48. OTHER FEES AND CHARGES

48.1 In addition to the Commissions, Fees and Charges mentioned above, you shall be responsible for the payment of any other fees and charges that may be incurred as a result of the provision of our Services to you, including, without limitation, all applicable VAT (if any) and other duties and/or taxes, and all other fees incurred by us in connection with any Transaction and/or Contract and/or in connection with maintaining a client relationship with you.

48.2 In particular, we shall be entitled to demand that the following fees and/or expenses are paid separately by you: (a) all extraordinary disbursements resulting from our client relationship *e.g.* telephone, telefax, courier, and postal expenses in the event that you request hardcopy Settlement/Trade Confirmations, Account Statements etc. which we could have delivered in electronic form; (b) any expenses we may incur, caused by non-performance by you, including a fee determined by us in relation to forwarding of reminders, legal assistance etc.; (c) any expenses we may incur in connection with replies to inquiries by public authorities, including, without limitation, a fee determined by us in relation to forwarding of transcripts and enclosures and for the preparation of copies; (d) administration fees in connection with Security deposits, and any expenses we may incur in relation to a pledge, if provided, including any insurance premium payments; e) transaction fees, in the event that no significant trading activity is developed in your Account; and (f) any expenses we may incur in connection with auditor's comments/reports if such is requested by you. Any such fees and/or expenses will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. We reserve the right to introduce new fees.

48.3 In addition, we (and/or our Associates, Business Introducers or other third parties) may share and/or benefit from commission, mark-up, mark-down or any other remuneration in respect of any Transactions and/or Contracts entered into by us and/or in respect of any Transactions and/or Contracts carried out on your behalf. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. We may, upon reasonable request, to the extent possible and at our sole discretion, to disclose to you the amount of any such commission, mark-up, mark-down or any other remuneration paid by us to any Associate, Business Introducer or other third party.

48.4 In the event that you instruct us to transfer open positions, moneys, and/or other Assets relating to your Account to another institution, you agree to pay us a transfer fee, as determined by us at our sole discretion.

49. PAYMENT TERMS

49.1 Unless determined and stated otherwise "*in the terms agreed upon by mutual consent of the Parties*, all Commissions and Charges and other fees and charges shall be regarded as being due and payable immediately. Unless specified otherwise in these Terms and Conditions, any sums due to us pursuant to these Terms and Conditions may be deducted by us from the proceeds of any transaction or debited from your Account(s) with us. In the event of late payment by you overdue amounts shall bear interest at a rate that we shall reasonably determine.

49.2 Unless specified otherwise in these Terms and Conditions, all amounts due to us (or to any agents used by us) under these Terms and Conditions shall, at our sole discretion: (a) be deducted from any funds held by us for you; or (b) be paid by you in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

50. CURRENCY CONVERSION

50.1 If we receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount is payable, whether pursuant to a judgment of any court or otherwise, you will indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it is due.

50.2 We shall be entitled, but shall not in any circumstances be obliged, to convert:

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a. any realisedgains,losses,option premiums, commissions, interest charges and brokerage fees which arise in a currency otherthanyourBaseCurrency(*i.e.* the currency in which your Account with us is denominated) to your Base Currency;

b. any cashcurrencydeposittoanother cash currency deposit for the purpose of purchasing an asset de-nominated in a currencyotherthanyourBaseCurrency;

c. any fundsheldbyusforyouinto such other currency as we consider necessary or desirable to cover your obligations and liabilitiesinthatcurrency.

50.3 Wheneverweconductsuchacurrency conversions, we will do so at such reasonable rate of exchange as we select. We shall be entitledtoaddamark-uptothe exchange rates. The prevailing mark-up will be defined in the Spreads and Conditions ScheduleonourOnlineTradingFacility.

51. MORATORYINTEREST

51.1 Any amountdueandpayableunder these Terms and Conditions, which is not paid on the due date, shall be treated as an unpaid suchamountandbearinterest, at the average rate at which overnight deposits in the currency of such payment are offered bymajorbanksintheLondon interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonablerateaswemayselect)plus one three percent (3%) per annum for each day for which such amount remains unpaid.

52. PRICINGOFOTCTRANSACTIONS

52.1 In respectofanyTransactionstobe effected OTC, we shall be entitled to provide Price Quotes at which we are prepared to trade withyou.Savewhereweexercise any rights we may have under these Terms and Conditions to close a Transaction and/or Contract,itisyoursoleresponsibility to decide whether or not you wishes to enter into such a Transaction and/or Contract at such prices.

53. PROHIBITED TRADING TECHNIQUES

53.1 ***Circumvention & Reverse Engineering***: You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Online Trading Facility and/or computer system(s). If, at our sole discretion, we were to determine that you are in breach of this clause, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

53.2 ***Artificial Intelligence Software***: It is absolutely prohibited to use any software , which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our Online Trading Facility and/or computer system(s) with an ultimate goal to gain unfair advantage and exploit our trading facility; in the event that we determine, at our own discretion, that any such artificial intelligence software has been used, or is being used, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and or charge you with extra fees. In addition, we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

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Moreover, it is absolutely prohibited to use any software in such a way which can cause serious negative impact on the performance of ourservers and may prevent us from achieving the best possible result for our clients as regards the execution of their orders. Inthe event that we identify any such activity, we reserve the right to take all action as we see fit, including, without limitation,completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or immediately terminating your Account. Moreover, you acknowledge that once your Account has been terminated we may liquidate any outstanding contracts/positions you have with us. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

53.3 ***Unlawful trading techniques:*** Internet, connectivity delays, and price feed errors sometimes create a situation where the price(s) displayed on our Online Trading Facility do(es) not accurately reflect the market rates. The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as "***arbitrage***", "***sniping***" or "***scalping***" hereinafter, collectively, referred to as "***Arbitrage***"), cannot exist in an OTC market where the client is buying or selling directly from the principal; accordingly, we reserve the right, at our sole discretion, NOT to permit the abusive exploitation of Arbitrage on our Online Trading Facility and/or in connection with our Services; any Transactions or Contracts that rely on price latency arbitrage opportunities may be revoked, at our sole discretion and without prior notice being required; furthermore, in those instances, we reserve the right, at our sole discretion and without prior notice being required: (a) to make the necessary corrections or adjustments on the Account(s) involved (including, without limitation, adjusting the price spreads available to the client); (b) to restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval); (c) to retrieve from the Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the client relationship; (d) to terminate the client relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or (e) to inform any interested third parties.

53.4 ***Proposed Clause – Group Trading & Coordinated Trading***

Prohibited Group Trading and Coordinated Activity

The Company strictly prohibits any form of coordinated, collaborative or collective trading activity between two or more accounts that is designed, intended, or reasonably expected to exploit, manipulate, or abuse the Company's trading infrastructure, pricing mechanism, liquidity provision, execution model, promotional programs, or risk management systems.

This includes, but is not limited to:

a) Multiple accounts trading in a synchronized or substantially similar manner (including but not limited to entry time, price, volume, direction or exit) through the use of common strategies, algorithms, Expert Advisors (EAs), scripts, signal feeds, trade copiers, or automated execution systems, where such coordination results in artificial, risk-free or low-risk profit derived from price feed latency, execution delays, arbitrage, hedging across accounts, or structural weaknesses of the Company's systems;

b) The operation of so-called "trading rings", "signal syndicates", "EA farms", or any arrangement whereby one or more accounts generate trades which are replicated, mirrored, copied or executed across other accounts for the purpose of extracting profit from price discrepancies, promotional incentives, rebates, bonuses, liquidity gaps, or system inefficiencies;

c) Any form of collective trading activity which, in the Company's sole discretion, creates toxic order flow, market abuse, infrastructure exploitation, or financial risk to the Company beyond normal market exposure.

The Company shall not be required to prove intent, communication, or coordination between account holders. The existence of correlated, mirrored, algorithmically synchronized, or structurally linked trading behavior shall be sufficient to establish prohibited group trading.

Where prohibited group trading is detected, the Company reserves the right, at its sole discretion, to:
- void or cancel any trades, profits or losses arising from such activity;
- adjust, reverse, or nullify account balances;
- withhold or reclaim profits;
- suspend or terminate any affected accounts;
- refuse future trading privileges; and
- take any other action necessary to protect the integrity of the trading environment.

Refund of deposited capital may be made at the Company's discretion, however profits derived from prohibited group trading shall not be payable.

53.5 ***MT4 Multiterminal:*** The Company may offer the trading platform MT4 Multiterminal which allows the Client to manage more than one trading accounts by using the MT4 Multiterminal. Such offering is only available for the management of more than one trading accounts belonging to the Client. You hereby represent, warrant, and agree that you will not use MT4 Multiterminal to manage trading accounts not belonging to you without obtaining the Company's prior written consent.

53.6 Any indication or suspicion, in MurrenTrade's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, abuse of our 'no negative balance' policy, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, we reserve the right to close/suspend (either temporarily or permanently) all of the Client's trading Accounts and cancel/or all Transactions. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

53.7 We have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

53.8 ***Changes in Market conditions:*** please note that we shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Over-The-Counter Market in leveraged Financial Instruments is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so.

53.9 ***Indemnification:*** Without prejudice to any other provisions of this Agreement, you agree to indemnify us and hold us, our Affiliates and any of our Associates, harmless from and against any and all liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and expenses incurred in connection with and/or directly or indirectly related with,

any fraudulent and/or unlawful access and use by you of our Online Trading Facility and/or the prevention and/or remediation thereof, providedthat any such liabilities, losses, damages, costs and expenses would not have not arisen, but for our gross negligence, fraudor wilful default.

CHAPTER G: YOUR ACCOUNT(S) WITH US

54. ACCOUNT(S)

54.1 For the purpose of our Services and the transactions described herein, subject to the Terms and Conditions set forth herein, we will facilitate the opening and operation of one or more accounts for you on our Online Trading Facility, to be denominated in a currency determined by you, in which all Transactions and/or Contracts entered into by you via our Online Trading Facility will be recorded (your "***Account***").

55. BASE CURRENCY

55.1 You shall designate a base currency for each of your Accounts on our Online Trading Facility, which shall be US Dollars, or any other currency listed on our Website(s), which is determined and/or stated in advance as the base currency of your Account "*in the terms agreed upon by mutual consent of the Parties*" ("***Base Currency***").

55.2 All payments from you to your Account(s) on our Online Trading Facility will be made on your request in the Base Currency of your Account. If we receive or recover any amount in respect of any of your obligations in a currency other than the Base Currency of your Account, the provisions of Section 50 hereinabove shall be applicable *mutatis mutandis*.

55.3 When a withdrawal or refund is performed from your Account, we reserve the right (but shall under no circumstances be obliged) to remit the funds in the same currency in which such funds were initially received by us; in the event that such withdrawal or refund is made in a currency other than the Base Currency of your Account, the provisions of Section 50 hereinabove shall be applicable *mutatis mutandis*.

55.4 No instructions to pay a third party from your Account(s) will be accepted by us, unless otherwise determined and/or stated in advance "*in the terms agreed upon by mutual consent of the Parties*".

56. ACCESS CODES (USERNAME AND PASSWORDS)

56.1 In order to allow you to access and use our Online Trading Facility, we will provide you for each Account with a unique username and password that will allow you; (a) to access and use our Online Trading Facility;(b) to access and use your Account for the purpose of evaluating real-time evaluations of your open trading positions and consulting and/or reviewing historical transactional and account data; and (c) to access and use your Account for the purpose of entering into Transactions and/or Contracts and place trades related to Transactions and/or Contracts via our Online Trading Facility. The logins and passwords will continue to be in force unless terminated by either Party. We may provide replacement logins and passwords, at any time as we think fit, to protect the security of your Account and/or prevent unauthorized access and/or use of your Account. You may access your Account on our Online Trading Facility only through one or more of these logins and passwords or other access methods provided by us, or as otherwise determined and stated "*in the terms agreed upon by mutual consent of the Parties*" ("***Access Codes***").

56.2 In relation to any of your Access Codes, you acknowledge and undertake that: (a) you will be responsible for the confidentiality and use of your Access Codes; (b) other than with our prior written consent, you will not disclose any of your Access Codes to other Persons for any purpose whatsoever; (c) we may rely on all instructions, Orders and other communications entered using any of your Access Codes, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, Orders and other communications; and (d) you will immediately

notifyusatourcustomersupportdeskifyou become aware of the loss, theft or disclosure to any third party or of any unauthoriseduseofyourAccessCode(s).

56.3 In particular,itshallbeyoursoleresponsibility to monitor and restrict access to your Account(s) and you shall be solely responsibleforensuringthatyourAccessCodes are known to, and used by, only those users and/or customers, which you expresslyauthorizeandrecognize.Notwithstanding anything to the contrary in this Agreement, you shall be responsible for theactionsofanypersons,authorizedorunauthorized, who gain access to and/or make use of your Account on our Online TradingFacilitythroughyourAccessCodes, and you shall be bound to clear and settle all Transactions and/or Contracts executedandeffectedviaourOnlineTrading Facility through your Access Codes.

56.4 In theeventthatyourAccessCodeshavebeen lost, stolen or compromised, you will promptly notify us thereof in writing. Uponreceiptofsuchnotice,wewillimmediately terminate your Access Codes, provided, however, that you will at all times remainresponsibleforanyactionstakenthrough the use of your Access Codes before they are terminated by us. Without prejudicetoanyoftheforegoing,weshall at all times be entitled, at our sole discretion, to terminate, revoke, suspend, modifyand/orchangeanyorallofyourAccess Codes at any time with or without prior notice, provided, however, that we shallendeavour(butshallnotinanycircumstances be obliged to) provide you with prior notice to the extent practicable.

56.5 Youwillundertakebesteffortstoensurethat you complies at all times with: (a) all Applicable Laws, Rules and/or Regulations (b)thetermsandconditionsofthisAgreement; (c) any additional terms and conditions determined and stated "*in the terms agreeduponbymutualconsentoftheParties*"; (e) any and all disclaimers and additional terms and conditions presented in any partofourOnlineTradingFacility;and(f)any other terms and conditions pertaining to the transactions contemplated under thisAgreement,asfromtimetotimeineffect. Furthermore, you are is under an obligation to provide us with such information aswemayrequestfromtimetotimeaspart of our obligations to comply with applicable "***Anti-Money Laundering ("AML") & KnowYourCustomer("KYC")Legislation***"and/or with any other relevant third party, governmental entity or regulatory agency.

56.6 Youshallholdusharmlessfrom,andindemnify us for, any sustained damages, which we may suffer from your failure to take adequatestepstoprotectthesecurityofyour Access Codes, and your failure to prevent any person from any unauthorized accessand/oruseofyourAccount(s)onour Online Trading Facility; you shall hold us harmless in any legal, administrative or arbitralproceedingsandexpensesrelatedthereto, and you shall indemnify us for all damages, costs and expenses arising as a resultofnon-compliancewiththisSection.

57. PAYMENTS

57.1 Youmay depositfundsintoyourAccountat any time. Deposits will only be accepted by a payment method (*e.g.* bank wire transfer, e-walletsetc…)inthesamename as yours. Under no circumstances will third party or anonymous payments be accepted.

57.2 Unless expressly determined and stated otherwise "*in the terms agreed upon by mutual consent of the Parties*", we do not accept payments by cheque. In those instances where we might agree, in principle, to accept payment by cheque, we shall nonetheless have the right to refuse payment by cheque if any payment given has not cleared on the first presentation of the cheque.

57.3 If you give an instruction to withdraw funds from your Account, we will reduce the requested funds immediately from your Account balance and shall use our best efforts to process the specified withdrawal request within one (1) Business Day following the day on which the withdrawal request has been accepted, provided that the following requirements are met: (a) the withdrawal request includes all necessary information; (b) the instruction is to make a payment through a payment method in your name (*e.g.* bank wire transfer, e-wallets etc…); (c) you have provided full identification documentation to support your withdrawal request; and (d) in cases where there are open positions in the Account, the Margin Level in your Account does not fall below the minimum required level specified in our Online Trading Facility.

57.4 If we accept any payments to be made by a debit card, credit card or any other payment method in respect of which processing fees may be charged, we reserve the right to levy a transfer charge.

57.5 If you make a payment/deposit, we shall, without prejudice to any other provisions of this Agreement, use or best efforts to

credit yourAccountwiththeamountofsuchpaymentwithinone (1) Business Day following the day on which the deposit has been accepted,ifwearesatisfiedthatyouarethesenderofthe funds. At any given time, if we are not satisfied that you are the senderofthefundsdepositedinyourAccount,wereservethe right to reject such funds and/or return them to the remitter net of anytransferfeesorothercharges.Youmayberequiredto submit additional documentation as required by applicable "***Anti-MoneyLaundering("AML")&KnowYourCustomer("KYC") Legislation***" and/or any other similar rules and regulations applicabletous.Wereservetherighttochargea"USD50-handling fee" to your Account upon confirming that the deposit receivedwasnotsentbyyou(i.e.thirdpartydeposit)tocoverour expenses to prove that you engaged in a third party deposit, and youherebyauthorizeustochargethisamount.

57.6 We shallbeentitled,butshallnotinanycircumstancesbeobliged, without prior notice to you, to convert: (a) any realized gains, losses,optionpremiums,commissions,interestchargesandbrokerage fees which arise in a currency other than the Base CurrencyofyourAccount(*i.e.*thecurrencyinwhichyourAccount with us is denominated) to the Base Currency of your Account; (b)anycashcurrencydeposittoanothercashcurrency deposit for the purpose of purchasing a Financial Instrument or assetdenominatedinacurrencyotherthantheBaseCurrency of your Account; (c) any funds deposited with us or held by us onyourbehalfintosuchothercurrencyasweconsidernecessary or desirable, at our sole discretion, to cover your obligationsandliabilitiesinthatcurrency;wheneverweconducts such currency conversions, we will do so at such reasonable rate ofexchangeasweselect,atoursolediscretion;underthese circumstances, we shall be entitled to add a mark-up to the exchangerates;anysuchprevailingmark-up(ifany)shallbeposted on our Online Trading Facility in the Commission, Charges & MarginSchedule.

57.7 All foreigncurrencyexchangeriskarisingfromanydepositsinand/or withdrawals from your Account, or resulting from the compliancebyuswithourobligationsortheexercisebyusofour rights under these Terms and Conditions, will be borne by you.

57.8 We shall not be obliged to shall not be liable: (a) to pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposit with us or which we are holding on your behalf ; or (b) account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Contract and/or Transactions; you consent to waive all rights to such interest and you acknowledge and agree that we will be the beneficiary of all such interest.

58. SEVERAL/MULTIPLE TRADING ACCOUNTS

58.1 In the event that you have more than one Account with us, we reserve the right to treat all such Accounts as if they were under one Account and to limit the number of Accounts maintained by a single household, at our sole discretion.

58.2 In the event that you operate several Accounts (or sub-accounts) and opposite positions are opened on different Accounts (or sub-accounts), we shall not close out such positions. You are specifically made aware, however, that, unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all Accounts may incur a cost for such roll-over.

59. DEPOSITS, REFUNDS AND WITHDRAWALS

A. DEPOSITS

59.1 We reserve the right to impose deposit limits and deposit fees in our system(s), at any time.

59.2 You agree that any funds transmitted to our bank accounts by you or, where permitted, on your behalf, will be deposited into your Account with us at the value date of when the received by us and net of any charges/fees charged by the bank account providers, our payment service providers and/or any other intermediary involved in such transaction process.

59.3 Before accepting any such funds into our bank accounts and/or making any such funds available to into your Account with us, we must be fully satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our client; in those instances where we are not satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our

client, we reservethe right to refund/send back the net amount received to the same remitter from, and by the same payment methodthrough which such funds were received.

B. REFUNDS AND WITHDRAWALS

59.4 We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.

59.5 Upon submitting a withdrawal request you may be required to submit documentation as required by applicable "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***" and/or any other similar rules and regulations applicable to us.

59.6 When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***" and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.

59.7 If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right (but shall under no circumstances be obliged) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges charged by the receiver and/or for any currency exchange rates resulting from the payment of such amount and the provisions of Section 50 hereinabove shall be applicable *mutatis mutandis*.

59.8 Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed within one Business Days following the receipt of the transfer request instructions. The amount to be transferred reduces the balance of the relevant Account from which such transfer is to be made, when the transfer request process is concluded. We reserve the right (a) to decline a withdrawal request if the request is not in accordance with the provisions of this Section, or (b) to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.

59.9 You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your Account or when funds are refunded by us to your designated bank account. You are solely responsible for the payments details you are providing us with and we do not accept any responsibility for your funds, if the payment details you have provided to us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.

60. DEPOSITS BY CREDIT/DEBIT CARD

60.1 You can deposit funds to your Account with us quickly and easily by credit or debit card. The entire transaction is processed electronically - online.

60.2 Before you can use your credit card, we reserve the right, but shall under no circumstances be obliged, to require that you register it with us. As the case may be, the credit card registration process will be clearly explained on the Credit Card Deposit screen displayed on our Online Trading Facility. Upon submitting your credit card registration, you may be required to submit documentation as required by applicable "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***" and/or any other similar rules and regulations applicable to us. Once your credit card has been successfully registered, you can start depositing funds into your Account by credit card.

60.3 Registering and using your debit card is the same as using a credit card. The debit card must be associated with either Visa or MasterCard. The following information must match:

a. the mailing address you provided upon your account registration must match your credit/debit card statement's billing address; and,

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b. yourfullnamemustmatchthenameonthecredit/debitcard;***DONOTUSEINITIALSORNICKNAMESINANY ACCOUNT!!***

60.4 The Companytakestheprotectionofitsclientsveryseriouslyandhasvarioussystems,controlsandtoolssetinplacefortheir protectionagainstcreditcardfraudandsoastobeincompliancewithallapplicableanti-moneylaunderingregulations.The systems,limitsandcontrolsthattheCompanyappliedforthepreventionand/oridentificationofcreditcardfraudulentactivity may include,butarenotlimitedto,thefollowing:

a. Limitsonthenumberoftransactionsallowedwithinacertaintimeframe;and/or
b. Limitsontheamountsallowedtobedepositedwithinacertaintimeframe;and/or
c. Limitsontheamountsallowedtobedepositedpertransaction;and/or
d. Limitsontheamountsallowedtobedepositedperregisteredemailaddress;and/or
e. Limitsontheamountsallowedtobedepositedbasedonthecountrythemoneyiscomingfrom;and/or
f. Limitsonthenumberofcreditcardsallowedperclient;and/or
g. Limitsonthedepositattemptsallowedperemailaddress;
h. Restrictionsonthenumberofemailaddressesallowedtobeconnectedwithasinglecreditcard;and/or
i. 3Dsecureauthenticationfortheprocessingoftransactions;and/or
j. Checksformatchingdetails.

In thecasethattheCompany'ssystemsandtools,aswellasthesystemsandtoolsoftheCompany'sPaymentServices Providers,identifyaviolationoftheabovelimitsandrestrictionsand/orclientsfailtopassthesecurityandauthentication checks,theappropriatemeasuresaretakeninordertopreventpossiblecreditcardfraudulentactivityandensureclients' protection.These measures mayinclude, butare notlimited to, thefollowing:

a. Investigations,furtherchecksand/orrequestforadditionaldocumentationinordertoverifythecreditcarddetailsand ensurethatyou arethelegitimate owner/user of thecreditcard(s) used;
b. Delayoftransactions'processingduetotheinvestigationstakingplace;
c. Refusalofcreditcarddeposit(s)inquestionandrefundthenetamountdepositedtothesamecreditcardaccountand via the samepaymentmethodthroughwhich the deposit(s) wasmade;
d. Cancellationoffraudulenttransactionsassoonastheyaredetected;
e. BlockaccesstoourOnlineTradingFacility,blockingand/orrevokingyourAccessCodesand/orterminatingyour Account(s);
f. Seizeanyprofitsand/orrevenuesgenerateddirectlyorindirectlybyexercisinganysuchprohibitedtradingactivityand cancel any Account(s) andactiveOrders associated withthecreditcardthathasbeenidentifiedas fraudulent;
g. Denyprocessingtransactionsexceedingthelimits/restrictionsand/orfailuretopassthesecurityandauthentication checks;

60.5 Please notethatitisaseriouscriminaloffencetoprovidefalseorinaccurateinformationduringyourcredit/debitcardregistration. We have,andwillcontinuetodevelopanytoolsnecessarytoidentifycredit/debitcardfraud;anydisputearisingfromsuch fraudulentactivitywillberesolvedbyusinoursoleandabsolutediscretion,inthemannerwedeemtobethefairesttoall concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

60.6 Before acceptinganycreditcarddepositsand/ormakinganysuchcreditcarddepositsavailableintoyourAccountwithus,we must befullysatisfiedthatyouarethelegitimateowner/userofthecreditcardusedandthatitisyou,asthelegitimate owner/userofthecreditcard,whoismakingand/orauthorizingthedepositbycreditcard;inthoseinstanceswhereweare not satisfiedthatyouarethelegitimateowner/userofthecreditcardusedandthatitisyou,asthelegitimateowner/userof the creditcard,whoismakingand/orauthorizingthedepositbycreditcard,wereservetherighttorefusethecreditcard deposit(s)inquestionandtorefund/sendbackthenetamountdepositedtothesamecreditcardaccountandviathesame paymentmethodthroughwhichsuchdeposit(s)was/weremade.Fraudulenttransactionsareimmediatelycancelledafterbeing detected.Furthermore,insuchinstances,wereservetheright,atoursolediscretion,totakeallactionasweseefit,including, withoutlimitation,completelyblockingaccesstoourOnlineTradingFacility,blockingand/orrevokingyourAccessCodesand/or terminatingyourAccount.Underthesecircumstances,wereservetherighttoseizeanyprofitsand/orrevenuesgenerated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform

any Interestedthirdpartiesofyour breach of this clause; any active Orders associated with the same fraudulent credit card and/or Accountwillalsobecancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debitcardfraud;anydispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion,inthemannerwedeem to be the fairest to all concerned; that decision shall be final and/or binding on all participants;nocorrespondencewill be entered into.

60.7 We reservetheright,atoursolediscretion, to impose such deposit limits and restrictions, as we deem fit. Current deposit limits and restrictionsaredisplayedonthe Credit/Debit Card Deposit screen displayed on our Online Trading Facility. If you would like to increaseyourcredit/debitcard deposit limit, please contact our Customer Support team as follows:

Customer Support
Working hours:24/5
Tel.: +923454777548
E-mail: support@murrentrade.com

Please include your name, Account number, mailing address, e-mail address and telephone number.

60.8 Credit/debit card transactions are generally processed within minutes of being requested. The deposited funds are available for use immediately. We do not charge any fees for using this service. If we accept any payments to be made by a debit card, credit card or any other payment method that may charge processing fees, we do, however, reserve the right to levy a transfer charge. All transactions should be listed as purchases on your credit/debit card statement. You may wish to contact your credit/debit card company to ask if there are any fees on their side in processing these transactions.

60.9 For credit/debit cards, we provide you with the option of paying in your own currency. We provide a competitive exchange rate, presented upfront in the payment method interface. Should you choose to pursue this service, the transaction will be processed on your payment method immediately using the exchange rate provided. In case you would like the payment provider to perform the currency exchange for you, the transaction will be posted to your card when processed by your issuing bank while the exchange rate and any additional fees will be determined by your issuing bank.

60.10 If you plan to use more than one credit/debit card to deposit funds into your Account, you must ensure that your account has a zero balance before changing cards. You can do this by using any remaining funds within the Account or withdrawing any remaining funds to the original credit card. Before you can use any other credit card, you will need to register it with us in accordance with the procedures described hereinabove.

60.11 It is important to keep a record of all of your credit/debit card deposits. To help you maintain these records you should be aware that your credit/debit card deposits are recorded and reported on your credit/debit card statement

60.12 We are committed to continuing to provide the highest level of security for our customers when depositing money on-line. A new initiative has been put into place by MasterCard and Visa to further protect on-line transactions called ***MasterCard SecureCode*** and ***Verified by Visa***. These both work in a similar way and protect the card holder with a secret code/password against unauthorized use of your card when you deposit money online. Please click one of the links below to visit the MasterCard or Visa websites for full information.

- MasterCard SecureCode
- Verifiedby Visa

60.13 If your card qualifies for either ***MasterCard SecureCode*** or ***Verified by Visa*** you may be prompted to either register or enter your security details at the Credit Card Deposit screen displayed on our Online Trading Facility and follow the instructions posted thereon.

61. CHARGEBACKS

61.1 If you place a chargeback with your credit card company (on purpose or by mistake) for any deposit you made in your Account with us, we reserve the right to charge a “USD 150,- research fee” to your Account upon receiving the chargeback by our merchant provider to cover our investigative expenses to prove that you did make the deposit, and you hereby authorize us to charge this amount to your credit card.

61.2 We do not toleratecredit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction tothe fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of incomerelated to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

61.3 We employ advanced risk modelling to detect fraudulent transaction clues across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active Orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources -- such as worldwide fraud blacklists -- to prevent fraudulent users from accessing our Online Trading Facility in the first place.

61.4 We consider credit card charge backs to be fraudulent if you make no reasonable effort to work with us to resolve any problems with your deposit. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but also cost us money, therefore:

a. when we detect questionable activity related to a deposit that is being made in an Account, we will mark the deposit with a "*customer review in progress*" status and perform fraud detection checks on the deposit to reduce your exposure to risk; during this time, you won't be able to access your Account.

b. In general, we complete reviews within four (4) to six (6) hours; certain deposits posing a higher potential risk may require more time, however, as our Compliance Department performs even more extensive fraud detection checks. We may also contact you directly as a backup precaution. If we determine that a deposit is high-risk or doesn't comply with our Fraud & Security Policies, the deposit will immediately be cancelled and the funds will immediately be refunded to the credit card from which the deposit was initially made. Furthermore, in such instances, we reserve the right, at our sole discretion, to close any and all of your Account(s) with us immediately. Any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately.

c. You agree that if you choose to do business with us and you file a charge back with your credit card company, but you do not win the charge back argument, you agree to pay us, in addition to the "USD 150,- research fee mentioned above, a "USD 150,- administrative processing fee" for our time responding to the matter. You hereby authorize us to charge this amount to your credit card. If this charge is rejected, we will pursue legal action to recoup losses for our time associated with responding to the charge back in addition to any other fees explained above. You agree to reimburse us or any Representative we may appoint for any legal expenses your actions may make us incur.

d. In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third-party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. This may severely damage your credit rating for at least the next seven (7) years. At this point, we will no longer accept a settlement of your debt and will only accept payment in full. In addition to this, we will file a report with your local police department, and pursue all fraudulent activities through your local jurisdiction for prosecution to the fullest extent of the law. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

61.5 We take fraud very seriously. We log IP strings on all deposits made in our accounts - any orders coming back as a chargeback due to fraudulent activities will be diligently pursued through criminal proceedings in your local jurisdiction for prosecution to the fullest extent of the law.

62. NETTING AGREEMENT

62.1 If on any date the same amounts are payable by a Party to this Agreement to another Party to this Agreement in the same

currency, then, each Party's obligations to make payment of any such amount(s) will be automatically satisfied by 'netting'.

62.2 If the amounts are not in the same currency, the amounts may be converted in accordance with the principles set forth in Section 50 hereinabove.

62.3 If the aggregate amount that is payable by one Party exceeds the aggregate amount that is payable by the other Party, then the Party by whom the larger aggregate amount is payable shall pay the excess to the other Party and the obligations to make payment of each party will be satisfied and discharged.

62.4 If the client relationship is terminated according to Sections 85, 0 and/or 87 and 88 hereinafter, then the claims that the Parties have against each other shall be finally discharged by means of netting (closed). The value of any open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the Parties shall be the difference between the payment obligations of the parties.

62.5 Rates based on which any such Transactions and/or Contracts shall be closed shall be the market rates applicable on the day on which we decide to close such Transactions and/or Contracts. We may, at our reasonable discretion, determine the rates by obtaining an offer from a market maker in the asset in question or by applying rates from electronic financial information systems. When determining the value of any such transactions and/or Contracts to be netted, we shall apply our usual spreads and include all costs and other charges.

62.6 This netting agreement shall be binding on all Parties to this Agreement and on the estate and/or creditors of all Parties to the client relationship under this Agreement.

63. CLIENT FUNDS AND ASSETS

63.1 All Assets (including, without limitation, cash, or only in those instances in which we may agree otherwise, other assets, such as collateral (by which we mean investments, securities, bonds or any other financial instrument, property or asset acceptable to us in lieu of cash) handed over by you to us, or which we hold on your behalf for the provision of our Services ("***Client Funds***"), will be held in an account with a custodian, credit institution or bank within the European Economic Area ("***EEA***"), or with a bank authorized in a third country or any electronic payment providers/processors approved by us, and will be segregated from our own funds in accordance with the applicable ***MurrenTrade Rules***. Your Client Funds may be pooled with the funds of other clients in a general omnibus account. In such case, there is a risk that the Client Funds could be withdrawn or used to meet obligations of other Clients, or that the balance of assets held by the third party does not reconcile with the quantity which the third party is required to hold, and the Client may not in such circumstances receive its full entitlement of Client Funds.

In some jurisdictions, it may not be possible to identify separately the Client Funds which a third party holds for Clients from those which it holds for itself of for the Company, and there is a risk that the Client Funds could be withdrawn or used to meet the obligations of the third party, or lost altogether if the third party becomes insolvent.

63.2 We may, however, hold all or part of your Client Funds with a custodian, credit institution or bank outside an EEA country and in such circumstances the legal and regulatory regime may differ from that applicable in an EEA country, with the effect that in the insolvency or equivalent failure of such custodian, credit institution or bank, the treatment afforded to your Client Funds may be different from the treatment afforded if your Client Funds were held in an account with a custodian, credit institution or bank subject to an EEA state's laws. We will not be liable for any failure or insolvency of any custodian, credit institution, bank or third party holding your Client Funds within or outside the EEA; however, applicable investor compensation or deposit protection schemes may protect a proportion of your Client Funds that are held with any with a custodian, credit institution or bank or third party.

63.3 Unless you notify us beforehand and in writing, we may allow a third party, such as an exchange, a clearing house or an intermediate broker to hold all control all or part of your Client Funds, where we transfer your Client Funds: (a) for the purposes of a Transaction and/or Contract you have entered into, or are entering into with such third party; or (b) to meet your obligations to provide Collateral or Margin for a Transaction and/or Contract (*e.g.* an initial Margin requirement for a derivative Transaction).

63.4 You hereby authorize us to make any deposits and withdrawals from your Account with us on your behalf, including, without

limitation and prejudice to the generality of the above, withdrawals for the settlement of all Transactions undertaken and/or Contacts enteredinto under these Terms and Conditions, as well as for the settlement of any and all amounts which are payable by you, or on yourbehalf, to us or any other person under and/or pursuant to these Terms and Conditions.

63.5 Unless otherwisedetermined and stated "*in the terms agreed upon by mutual consent of the Parties*", any amount payable by us to you, shall bepaid directly to you and not to any other Person, except in those instances there this has been agreed upon by mutual consentof the Parties.

63.6 Without prejudiceto any other provisions of this Agreement, we may, at our sole discretion, from time to time and without your prior authorisation, set-off any amounts held on your behalf against your obligations to us and/or merge any of your Accounts with us.

63.7 You are entitled towithdraw the funds from your Account which are not used for Margin covering and are not subject to Clause 57.3, without closing your Account.

63.8 Trading in leveraged Financial Instruments involves significant risk on your invested capital. However, Murrentrade follows a 'no negative balance' policy which means that you cannot lose more than your invested capital.

64. ASSESSMENT OF INSTITUTIONS HOLDING CLIENT FUNDS

64.1 As per our risk management and compliance processes aiming in the protection of Client Funds, all institutions with which we intent to hold Client Funds need to be reviewed and assessed prior to the establishment of the business relationship. The assessment process takes into consideration both qualitative and quantitative criteria. Such criteria include, but are not limited to, the country of establishment of the institution, regulation status, credit ranking of the institution and of the country of establishment (if available) and reputation.

64.2 Our assessment process follows a sophisticated scoring process designed in three stages. The first stage involves the gathering of the necessary information and documentation and is performed by a senior officer of our Company. The second stage involves the assessment of the information gathered and ranking this information based on the designed scoring process. The second stage is undertaken by the Compliance Officer and/or the Risk Manager of our Company. In cases where the final score meets the minimum required passing score, then, as the third and final stage, a Director of our Company needs to evaluate the assessment and approve the establishment of the business relationship. In cases where the final score does not meet the minimum required passing score the assessment concludes at the second stage and no business relationship is established with the particular institution.

64.3 Without prejudice to Clause 64.2, we may establish a business relationship with an institution which failed the assessment process provided that (a) an Executive Director will exceptionally approve the establishment of the business relationship, (b) the reasons of the exceptional approval are well documented and held by the Company and (c) limits are being imposed on the maximum amount of Client Funds to be held with the particular institution. The limits imposed will be monitored by the risk manager of the Company and revised if and as necessary.

65. DORMANT AND ARCHIVING POLICY

65.1 In the event that there is no activity (trading/withdrawals/deposits) in all of your Accounts for a set period of at least ninety (90) calendar days we will regard your Accounts to be dormant. An Account shall be deemed as dormant from the last day of the ninety (90) calendar days in which there has been no activity (trading/withdrawals/deposits) in the Account.

65.2 All remaining bonuses / promotion credits / Bonus will be automatically removed from dormant Accounts. In addition, any pending orders may be deleted.

65.3 Dormant Accounts will be charged with a monthly dormant fee of USD 5 (five United States Dollars) or the full amount of the free balance in the Account if the free balance is less than USD 5 (five United States Dollars). There will be no charge if the free balance in the Account is zero.

65.4 Accounts with zero balance will be archived after period of ninety (90) calendar days.

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66. MULTIPLE ACCOUNT HOLDERS

66.1 We offer the possibility to open Accounts with us that are operated by multiple (joint) Account holders. In the event that such a request is filed with us, you will be asked to indicate to us on your Account Opening Application Form(s), the form of ownership of the Account, as either one of the below mentioned options:

a. ***Joint Tenants with Rights of Survivorship***: In this instance, it is the express intention of the (joint) Account holders to create an estate or account as joint tenants with rights of survivorship and not as tenants-in-common; in the event of the death of either one of the Account holders, the entire interest in this Account shall be vested in the surviving Account holder on the same terms and conditions as previously held, without in any manner releasing the deceased Account holder's estate from the liabilities that are provided for hereinafter;

b. ***Tenants-In-Common***: In this instance, it is the express intention of the (joint) Account holders to create an account or estate as tenants-in-common; the percentage of ownership of each Account holder shall be as indicated on the Account Opening Application Form(s); any taxes, costs or expenses payable as a result of the death of an Account holder shall, so far as possible, be deducted from the interest of the estate of the deceased Account holder; this provision shall not release the deceased Account holder's estate from the liabilities that are provided for hereinafter; unless expressly stated otherwise on the Account Opening Application Form(s), each (joint) Account holder shall be deemed to have an equal share in the (joint) Account.

66.2 If an Account is jointly held by more than one Account holder, each Account holder individually shall have the authority: (a) to trade for the account in accordance with the agreements of the Account; (b) to receive all correspondence and documents in respect of the Account; (c) to receive or withdraw money from the Account; (d) to execute agreements relating to the Account; and (e) to deal with us on an individual basis with respect to all aspects pertaining to the Account. Without prejudice to any other provisions of this Agreement, we shall be entitled (but under no circumstances be obliged), however, at our sole discretion, to require joint action by all Account holders in certain Account matters, without being obliged to provide any explanation or justification.

66.3 Furthermore, in those circumstances: (a) the liabilities of each such Account holder shall be joint and several; (b) we may act upon instructions received from any one Person who is, or appears to us to be, an Account holder, without further inquiry with regard to all transactions in any way related to the Account, including without limitation, the placement of Orders and entering into of Transactions and/or Contracts via our Online Trading Facility, and the disposition of any or all of the assets in the Account; we shall have no responsibility or obligation for further inquiry into such apparent authority, and shall bear no liability for the consequences of any acts or omissions made in reliance upon any such Instructions; (c) any notice and other message presented by us to any one Person who is, or appears to us to be, an Account holder shall be deemed to have been presented to all Account holders; and (d) if an Event of Default occurs in respect of any one Person who is, or appears to us to be an Account holder, such an Event of Default shall be deemed to have occurred in respect of all Account holders.

66.4 In the event of the death of an Account holder, the surviving Account holder(s) shall immediately give us written notice thereof, and provide us with proof of a death certificate and we may, before or after receiving such notice, at our sole discretion, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion and/or restrict transactions in the Account as we may deem advisable and/or desirable, to protect us against any tax, liability, penalty or loss, under any present or future laws or otherwise.

66.5 In the event of the death of an Account holder, the estate of the deceased Account holder and the surviving Account holder(s) shall continue to be liable, jointly and severally, to us for any obligations incurred prior to our receipt of written notice of the death of the Account holder, and/or for any costs incurred by us, including any reasonable attorney fees, in the liquidation of the Account or adjustment of the interests of the Account holders.

67. ISLAMIC/SWAP-FREEACCOUNTS

67.1 We offer the possibility to open Islamic (Swap-free) Accounts with us. Swap-free trading accounts are available only to those clients who cannot use swaps owing to their religious beliefs. Accordingly, in all instances where a request for an Islamic (Swap-free) Account is filed with us, we reserve the right to require an adequate justification for and/or proof of the necessity or need of any such conversion. Furthermore, we reserve the right to refuse the processing of any such request for any reason whatsoever, without being obliged to provide any explanation or justification.

67.2 While a client mayfile a request for an Islamic (Swap-free) trading account at any time, the filing of any such request entails that all of such client's other real trading Accounts with us will be converted into Swap-free trading accounts also, without

any further notice being required. Conversion of a real trading Account to a Swap-free trading account is performed by our Back-Office Department only upon the request and consent of those clients who complete and submit a request for an Islamic (Swap-free) Account. Upon the receipt of such a duly signed and executed request, we shall evaluate request and any ancillary documentation submitted to us and shall inform the client who requested the conversion by e-mail whether the request is accepted or not.

67.3 clients are not allowed to use Swap-free Accounts to make profits from Swaps and may not request the payment of any Swap amounts that have been lost as a result of converting their real trading Account(s) into one or more Swap-free Account(s) for the period during which their real trading Account(s) has/have been converted into one or more Swap-free account(s).

67.4 We reserve the right to revoke the Swap-free status granted to any real trading Account at any time without being obliged to provide any explanation or justification. Furthermore, in the event that we detect any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, we reserve the right, at any time, (a) with immediate effect, to revoke the Swap-free status from any and all real trading Accounts of such client that have been converted to a Swap-free trading Account; (b) to correct and recover any un- accrued Swaps and any related un-accrued interest expenses and or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were converted into Swap-free trading Accounts; and/or (c), with immediate effect, to close all trading Accounts of such client with us, nullify all trades carried out in such client's trading Accounts with us and cancel and all profits or losses garnered in such client's trading Accounts with us.

CHAPTER H: GENERAL PROVISIONS

68. MARKET MAKING

68.1 You are specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, we may act as a '***Market Maker***', *i.e.*, we may take the risk of holding a certain number of Supported Financial Instruments in order to facilitate trading in these Financial Instruments by displaying/quoting 'bid' and 'ask' prices ('buy' and 'sell' quotations) for such Supported Financial Instruments on our Online Trading Facility and filling Orders received in respect to such Supported Financial Instruments from our own inventory or seeking an Offsetting Order.

68.2 In order for us to provide Price Quotes with the swiftness normally associated with speculative trading, we may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, *for instance*, but not limited to, lack of liquidity in, or suspension of an Underlying Instrument or asset or errors in feeds from information providers or in Price Quotes from our counterparties. In these circumstances, provided that we have acted in good faith when providing the relevant Price Quote to you, we may cancel the relevant Transaction and/or Contract with you, but shall do so within reasonable time and shall provide you with a full explanation for the reason of such cancellation.

68.3 Following execution of any position with you, we may, at our reasonable discretion, subsequently offset each such position with you with another client position or with a position with one of our counterparties, or we may decide to retain a proprietary position in the Market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in us offsetting client positions at prices different – sometimes significantly different – from the Price Quotes provided to you, resulting in trading profits or losses for us. This in turn can raise the possibility of you incurring, what may be seen as, an implied cost (*i.e.,* the difference between the price at which you traded with us and the price at which we subsequently traded with our counterparties and/or other clients), due to any profits realised by us as a result of the Market Making function. Please also note, however, that the Market Making function may involve significant costs to us, if the market moves against us in comparison to the price at which we traded with you.

68.4 You accept that, in such Markets where we act as Market Maker, we may hold positions that are contrary to your positions and/or the positions of certain other of our clients, resulting in potential conflicts of interest between us, and any such other of our clients.

68.5 In Markets, where we act as a Market Maker, you accept that we have no obligation to quote prices to you and/or any of our other clients, at any time in any given Market, nor shall we have an obligation to provide such Price Quotes to you and/or any of our other clients with a specific maximum spread.

68.6 You acknowledges, recognize and accept that the Price Quotes provided to you include a 'spread' when compared with the price for which we may have covered or expected to be able to 'cover' the Transaction or Contract in a trade with another client or a counterparty; furthermore, you acknowledges, recognize and accept that said 'spread' constitutes remuneration to us and that such 'spread' cannot necessarily be calculated individually for all Transactions and/or Contracts and that such 'spread' will not be specified at the Settlement/Trade Confirmation or otherwise revealed to you.

68.7 Any commission costs, interest charges, costs associated to and included in the 'spreads' that are part of the Price Quotes provided by us as a Market Maker in certain Markets, and any other fees and charges will consequently influence you trading result(s) and may have a negative effect on your trading performance compared to a situation in which such commission costs, interest charges, costs associated to and included in the' spreads', would not apply.

68.8 Whilst dealing 'spreads' and commissions are normally considered moderate seen in relation to the value of the Financial Instruments traded, such costs may be considerable when compared with your Margin deposit. As a consequence thereof, your Margin deposit may be depleted by the trading losses, which you may incur and by the directly visible dealing costs such as commissions, interest charges and brokerage fees, as well as by the afore-mentioned invisible costs for you that are caused by our performance as a Market Maker.

68.9 If you are an active trader and you are undertaking numerous Transactions and/or Contracts, the total impact of visible as well as invisible costs may be significant. Consequently, you may have to obtain significant profits in order to cover the costs associated with the trading activities you undertake with us as a Market Maker. For very active clients, such costs may over

time exceedthevalueoftheMargindepositedwithus.Normally,whentradingMarginedderivatives,thelowerthepercentage of the applicableMarginrate,thehighertheproportionofthecostsassociatedwithexecutingaTransactionand/orContract.

68.10 You are herebyspecificallymadeawarethatintheareaofMarketMakinginforeignexchange,CFDContractsandotherOTC products, significantimpliedcostscanariseasaconsequenceoftheprofitsmadebyusperforminginourcapacityasaMarket Maker; thus,ourperformanceasaMarketMakermaynegativelyaffectyourAccountwithusandthesaidassociatedcostsmay neither directlyvisiblenordirectlyquantifiableforyouatanytime.

68.11 Please not thatweareatnotimeandundernocircumstancesobligedtodiscloseanydetailsofourperformanceorourincome produced asaMarketMaker,orotherwiserelatedtoothercommissions,chargesandfees.

68.12 You are herebyspecificallymadeawarethatCFDsmaybeOTCproductsquotedbyuswhilstoperatingasaMarketMaker,and are not tradedonarecognizedstockexchange.Asaresult,thedescriptionaboveoftheimplied,notvisiblecostsrelatedtoour performanceasaMarketMaker,mayalsoapplytoanyCFDContract.

69. CONFLICTSOFINTEREST

69.1 You shouldbeawarethatwhenandwherewe,ourAssociatesorotherpersonsorcompaniesconnectedwithus,arrange Transactionand/orContractswithyou,wemayhaveaninterest,relationshiporarrangementthatismaterialinrelationtothe Transactionand/orContractconcerned.Shouldsuchaconflictofinterestarisewewillseektoresolvesuchconflictinsuch a way as webelieveisinyourbestinterestsinaccordancewithourconflictsofinterestpolicy(asamendedorextendedfrom time to time)("***ConflictsofInterestPolicy***").

69.2 Specifically youherebyacknowledgeandconfirmthat:(a)wemayassignortransfertheexecutionofyourOrderstoour Affiliates, Associatesandorotherthirdparties,aswedeemfit;(b)wemayexecuteatthesametimeOrdersbydifferentclients that are oppositetooneanother;(c)wemayestablishbusiness,includingwithoutlimitation,tradingrelationshipswithother issuers of FinancialInstrumentsandwemayhaveafinancialinterestinsuchFinancialInstruments;(d)weactasaMarket Maker and inthiscontexttheremaybeinherentConflictsofInterest;and(e)wemaycompensateand/orshareourrevenues from your activitywithourAffiliates,Associates,partnersand/orothersimilarpartiesperformingmarketingactivitiesonour behalf. You herebyfurtheracknowledgeandagreethatwealsomaycompensateotherclientswhoyouhaveelectedtofollow and/or copy.

69.3 Full details of our Conflicts of Interest Policy are available on our Online Trading Facility. Our Conflicts of Interest Policy is a policy only, it is NOT part of these Terms and Conditions and is not intended to be contractually binding or impose or seek to impose any obligations on us which we would not otherwise have, but for the *Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007)*.

69.4 By accepting these Terms and Conditions, you expressly acknowledge and agree that we may transact such business without prior reference to any potential specific Conflict of Interest.

70. SPECIAL PROVISIONS FOR MANAGED ACCOUNTS, INTRODUCED ACCOUNTS OR THIRD PARTY VENDORS

70.1 If your Account is being managed by a trading advisor or is introduced to us, you acknowledge and agree that we are responsible only for acting as counterparty to the you for Transactions and/or Contracts in your Account and that we have no responsibilities, or obligations regarding any conduct, action, representation or statement of any such Persons in connection with your Account or any Transactions therein. You understand that we make no warranties nor representations concerning such trading advisor or Introducing Broker, that we shall not be responsible for any loss to you occasioned by the actions of such trading advisor or Introducing Broker and that we do not, by implication or otherwise, endorse or approve of the operating methods of such trading advisor or Introducing Broker. You further acknowledge and agree that: (a) any trading advisor or Introducing Broker acts as an independent intermediary for you; (b) unless you have been expressly advised otherwise in writing by us, no such person is an affiliate, employee or agent of us; (c) no such Person is authorized to make any representations concerning us or the Services to be provided by us hereunder, except as may be expressly authorized in writing by us; (d) we do not bear any responsibility whatsoever for whatever agreements reached by and between you and any such trading advisor or Introducing Broker; (e) your agreement with any such trading advisor or Introducing Broker may

result in additionalcosts, since we may be obliged to pay commission fees or charges to such trading advisor or Introducing Broker; and (c) inthose instances where such trading advisor or Introducing Broker is accepted by us in this capacity, such trading advisor orIntroducing Broker may be authorized to have ''*View Only*'' access to one or more terminals, including terminal access through Internet browser, to electronically monitor the activities of the Accounts introduced by the trading advisor or BusinessIntroducer in question to us.

70.2 If a trading advisormanages your Account or if an Introducing Broker introduces you to us, we (a) may compensate such persons from our assets, or(ii) we may deduct directly from your Account compensation payable to such Persons. In the event your Account is managedby a trading advisor, you shall deliver to us a copy of such trading advisor's written trading authorization or your acknowledgment of such authorization, in a form acceptable to us, in accordance with the provisions of Sections 32.9 and 37.2.

70.3 You agree to waive any claims, which you may have against us, and to indemnify and hold us harmless for any actions or omissions of any such Business Introducer or any of its associated persons.

71. ACKNOWLEDGEMENTS

71.1 You acknowledge, recognize and understand that trading and investments in leveraged as well as non-leveraged Transactions and/or Contracts is: (a) highly speculative; (b) may involve an extreme degree of risk; and (c) is appropriate only for persons who, if they trade on Margin, can assume a substantial risk of loss in excess of their Margin deposit.

71.2 You further acknowledge, recognize and understand that: (a) because of the low level of Margin normally required in highly leveraged transactions, price changes in the Underlying Instrument may result in significant losses, which losses may substantially exceed your investment and Margin deposit; (b) certain Market Conditions may make it difficult or impossible to execute Orders at a stipulated price; (c) when you directs us to enter into any Transaction and/or Contract, any profit or loss arising as a result of a fluctuation in the value of the Financial Instrument or the Underlying Instrument will be entirely for your account and risk; (d) we will, in general, not provide any advice to you; therefore, you agree not to hold us responsible for any losses incurred as a consequence of following any of our recommendations or suggestions or those of our employees, associates or representatives, unless we have exercised gross negligence in connection herewith; (e) we shall not conduct any continuous monitoring of the Transactions and/or Contracts entered into by you; accordingly, we cannot be held responsible for any Transactions and/or Contracts developing differently from what you might have presupposed and/or to your disadvantage; (f) guarantees of profit or freedom from loss are impossible in investment trading; (g) you have received no such guarantees or similar representations from us, nor from any of our Associates, from a Business Introducer, or representatives hereof or from any other entity with whom you are trading in a corporate or joint Account.

71.3 In light of the risks, you should undertake such transactions only if you understand the nature of the trading into which you are about to engage and the extent of your exposure to risk. Trading in leveraged Financial Instruments is not suitable for many members of the public and you should carefully consider whether such trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. You acknowledge and confirm that you have been advised and understand the following factors concerning trading in leveraged Financial Instruments in the Over-the- Counter Market, in addition to those contained in the Risk Disclosure Statement posted on our Online Trading Facility.

a. *General:* When you enter into foreign currency contracts with us, you will be entering into a privately negotiated Transaction and/or Contract with us, as Principal. We may, in turn, enter into "back-to-back" transactions with others, including our Affiliates, Associates and third party counterparties. We include our mark-up in the Price Quotes we provide to you. The Transactions and/or Contracts in leveraged Financial Instruments you may be entering into with us are NOT executed on a regulated exchange and are not cleared on a central clearing organization. Consequently, any Transaction and/or Contract entered into with us will be an obligation on our part (as opposed to an obligation of a clearinghouse as in the case of an exchange-traded contract) and you will not be afforded the regulatory and financial protections offered by exchange-traded contracts. Both of us are, therefore, obliged to perform our respective obligations under each Transaction and/or Contract in accordance with its terms. The terms of each Transaction and/or Contract are set out in these Terms and Conditions (which apply to every Transaction and/or Contract you enter into with us) and the Settlement/Trade Confirmation (which applies to each particular Transaction and/or Contract). Because each Transaction and/or Contract is a transaction between you and us, and is not cleared on a central clearinghouse, you will not be able to transfer your obligations under the Transaction and/or contract to another Person without our prior consent. In addition, we are under no obligation to terminate or close out the Transaction

and/orContactpriortotheexpirationdateforthatTransactionand/or Contract. We may, but are not obligated, to quoteyouapriceforanearlycloseoutofaTransactionand/orContract, on request.

b. ***Effectof"Leverage"or"Gearing":***TransactionsinleveragedFinancial Instruments carry a high degree of risk. The amountofInitialMarginmaybesmallrelativetothevalueoftheFinancial Instruments traded so that Transactions and/orContractsare'*leveraged*'or'*geared*'.Arelativelysmallmarketmovementmayhaveaproportionatelylargerimpactonthefundsyouhavedepositedorwillhavetodeposit:thismay work against you as well as for you. You may sustainatotallossofinitialMarginfundsandanyadditionalfundsdeposited with us to maintain your position. If the MarketmovesagainstyourpositionorMarginLevelsareincreased,you may be called upon to pay substantial additional funds onshortnoticetomaintainyourposition.Youmaysustainatotal loss of initial Margin funds and any additional funds depositedwithustomaintainyourposition.Wereservetheright to liquidate positions without prior notice in the case ofanyMarginshortfallorifyoufailtocomplywitharequestfor additional funds within the time prescribed. Furthermore,youshouldbeawarethatweand/orAffiliatesand/orAssociates may from time to time have substantial positionsin,andmaymakeamarketinorotherwisebuyorsellinstruments similar or economically related to, Transactionsand/orContractsenteredintowithyou.Inaddition,wemay also undertake proprietary trading activities, the initiationorterminationofaforeigncurrencycontracttransaction with you that may adversely affect the Market price orotherfactorsunderlyingtheTransactionsand/orContractsentered into with you and consequently, the value of such Transactionand/orContract.

c. ***Spot andForwardTransactions***:Youwillbeobligedtomeettheobligations arising under a foreign currency spot or forwardTransactionand/orContractinaccordancewithitsterms.These Transactions and/or Contracts may be used to establishlongorshortpositionsintheMarket.A'spot'Contractisacash market Transaction to buy or sell immediately a specifiedquantityofacertainFinancialInstrument,forsettlementin no more than two days. A 'forward' Contract is a Contracttobuyorsellaspecifiedquantityofacertain FinancialInstrument at a specified date in the future at a specifiedprice.Forwardtransactionsareeconomicallysimilartoexchange-traded futures Contracts. However, unlike exchangefutureContracts,thepricetermsandcharacteristicsof'spot' or 'forward' Contracts are privately negotiated; accordingly,thereisnocentralizedpricesourceandtheTransactionsare not cleared through a clearinghouse. In general, the Over-The-Counter(OTC)Marketisunregulated,therearenolimitations on daily price movements (unless imposed by a governmentorcentralbankauthority),norulestoregulatevaluation or settlement procedures, and no minimum financialrequirementsforMarketparticipants.Atthedefinedsettlement dates for 'spot' and 'forward' Contracts there will beacashsettlement(dependingonthetermsofthespecifiedcontract) which you may receive from or be obliged to paytous.Therewillnotbeaphysicaldeliveryofcurrencyunlessprior arrangements are made with us. The size of the cash settlement paymentisdependentonthepositionyouhaveandthe market movement in the time since the position was established.

d. ***Option Transactions:*** We currently do NOT offer foreign currency options.

e. ***Trading in Transactions in leveraged Financial Instruments is Speculative***: Prices of leveraged Financial Instruments are highly volatile. Price movements of Transactions and/or Contracts in leveraged Financial Instruments are influenced by, among other things, interest rates, changes in balance of payments and trade, domestic and international rates of inflation, international trade restrictions and currency devaluations and revaluations. For example, there can be serious Market Disruptions if economic or political events locally or overseas affect the market. It is not possible to foresee all risks in advance.

f. ***Electronic Trading Facilities:*** Most Electronic Trading Facilities are supported by computer-based component systems for the Order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary.

g. ***Electronic Trading:*** You will trade in leveraged Financial Instruments through our Online Trading Facility. Trading on an electronic trading system may differ not only from trading in an 'open-outcry' Market, but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your Order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you informed continuously about your positions and fulfilment of the Margin requirements. Since we do not control signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection, we

cannot be responsible for communication failures, distortions or delays when trading on-line via the Internet. We do, however, employ back-up systems and contingency plans to minimize the possibility of system failure, and trading via telephone is available in those instances where specifically agree, at our sole discretion, to do so.

h. ***Commissions and other charges:*** Before you begin to trade, you should obtain a clear explanation of all commission, fees, mark ups, markdowns and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

i. ***Risk-reducing and entry Order strategies***: The placing of certain Orders ('Stop-Loss' Orders or 'Stop-Limit' Orders, 'Entry Buy' Orders or 'Entry Sell' Orders) which are intended to limit risk, may not be effective because Market conditions may make it impossible to execute these Orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be just as risky as taking long or short positions. Clients' Orders will become Market Orders when the predetermined price level is reached, even if the price is considerably different from the original Order.

j. ***Suspension or restriction of trading and pricing relationships:*** Market conditions (e.g., liquidity) and/or the operation of the rules of certain Markets (e.g., the suspension of trading in any Financial Instrument or underlying Instrument because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect Transactions and/or Contracts or liquidate/offset positions. Furthermore, normal pricing relationships between theUnderlying Instrument and the Financial Instrument traded may not exist. The absence of a price for an Underlying Instrument may make it difficult to judge "fair" value.

k. ***Deposited cash and property:*** You should familiarize yourself with the protections accorded to money or other property you deposit for domestic and foreign Transactions and/or Contracts, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. The Transactions and/or Contracts you are entering into with us are NOT traded on an exchange. Therefore, under applicable bankruptcy laws, your funds may NOT receive the same protections as funds used to Margin or guarantee exchange-traded Transactions and/or contracts, which may receive a priority in bankruptcy. Since that same priority has NOT been given to funds used for Transactions and/or Contracts in the Over-the-Counter (OTC) Market, if we were to become insolvent and you have a claim for amounts deposited or profits earned on Transactions and/or Contracts with us your claim may not receive priority. Without priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any funds still available after priority claims are paid. In these circumstances, even the Client Funds, which we keep separated from our own operating funds, may NOT in all instances be safe from the claims of other general and priority creditors.

l. ***Currency risks:*** The profit or loss in Transactions and/or Contracts in leveraged Financial Instrument (whether they are traded in your own or in another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the position taken to another currency.

m. ***Transactions in other jurisdictions:*** Transactions on markets in other jurisdictions, including Markets formally linked to a domestic market, may expose you to further, additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular Transactions and/or Contracts. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your Transactions and/or Contracts have been effected. You should enquire about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

n. ***Quoting and Execution Errors:*** Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair Market prices, an erroneous price quote, such as, but not limited to, a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, we will not be liable for the resulting errors in your Account balances. In addition, Orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary Margin requirements. The execution of Orders placed too close to prices, which would trigger other Orders (regardless of Order type) or a Margin call, cannot

be guaranteed.WewillnotbeliablefortheresultingMargincall(s),resultingbalance,and/orpositionsinyourAccount due to thesystemnothavingbeenallowedsufficienttimetoexecuteand/orcalculateaccordingly.Theforegoinglistis not meanttobeexhaustiveandintheeventofaquotingorexecutionerror,wereservetherighttomakethenecessary corrections or adjustments on the Accounts involved. Any dispute arising from such quoting or execution errors will be resolvedbyusinoursoleandabsolutediscretion.Youagreetoindemnifyandholdusharmlessfromany andalldamages or liabilityasaresultoftheforegoing.Nocorrespondencewillbeenteredinto.

o. ***Off-ExchangeTransactions:***TheTransactionsand/orContractsyouareenteringintowithusascounterpartyareNOT traded onanexchange,butintheoff-exchange/Over-the-Counter(OTC)Market.Ingeneral,theOver-The-Counter(OTC) Market isunregulated,therearenolimitationsondailypricemovements(unlessimposedbyagovernmentorcentral bank authority),norulestoregulatevaluationorsettlementprocedures,andnominimumfinancialrequirementsfor market participants.Accordingly,itmaybedifficultorimpossibletoliquidateanexistingposition,toassessthevalue,to determineafairpriceortoassesstheexposuretorisk.Forthesereasons,thesetransactionsmay involveincreasedrisks. Off-exchange Transactions may be less regulated or subject to a separate regulatory regime. Beforeyouundertakesuch Transactions, you should familiarize yourself with applicable rules and attendant risks.

71.4 In addition to theforegoing,itisimportantthatyoubefullyawareofthefollowingpoints:

a. We reservetherighttoclosepart,orall,ofyouropenpositions,inordertofacilitatethechargeofanyfeesoramounts due by you.Notwithstanding,youshallbeliableforpromptlypayingsuchfee(s)tous,evenifyousufferfulllossofall Margin depositedbyyou.

b. We do NOTguaranteeanyOrder.Placing'stops("***Stops***")',regardlessoftheentryorclosingdesignation,doesnot guaranteethatthetradewillbefilledattheOrderprice.All'EntryStops'and'Stops'willbefilled,uponactivation,at the first/best available market price, which may or may not match the requested Order price.

c. In the eventliquidityprovidersareunabletoprovideliquiditytous,yourOrdermayexperiencedelaysinexecutionor you maynotbeabletoplaceOrdersentirely.ThesizeoftheOrdermayalsoimpedethespeedatwhichtheOrderis executed. Keep in mind that it is necessary to enter any Order only once. Multiple entries for the same Order may inadvertentlyopenunwantedpositions.

d. While tradingonourOnlineTradingFacility,youmightencountersystemerrorsthatareresultedfromhardwareand/or software failures.TheresultofanysystemfailuremaybethatyourOrderiseithernotexecutedaccordingtoyour instructions,executingwithaccountbalanceerrorsanddiscrepanciesornotexecutedatall.Wewillnotbeliable forthe resulting errorsinyourAccountbalances.Wereservetherighttomakethenecessarycorrectionsoradjustmentsonthe Account involved.

e. No systemexiststhatcouldassureyouthatTransactionsinleveragedFinancialInstrumentsshouldbringyougreat benefits, nor is it possible to guarantee, that your Transactions and/or Contracts will yield favourable results.

f. Even thoughtheforeigncurrencies,commoditiesandindicesmarketsareliquidascomparedwithotherfinancialand exchange markets, the market conditions might at times render the execution of an Order or of a 'limit' on an Order (either 'StopLoss'or'TakeProfit')atastipulatedpriceimpossible.Accordingly,eventhoughtheextentofthelosses could besubjectedtoanagreeduponlimit,theriskofincurringlossescouldbehigher,andthatlosscouldoccurina relativelyshortperiodoftime.

g. Since depositofanadditionalguaranteeisnotobligatoryinthiscase,wereservetheright,atoursolediscretion,toclose any outstandingbalanceswithoutyourconsentunderthesecircumstances.

h. Under abnormalMarketconditions,CFDsmayfluctuaterapidlytoreflectunforeseeableeventsthatcannotbecontrolled either byusorbyyou.

i. It is importanttomakeadistinctionbetweenIndicativeQuotes,whicharedisplayedonchartsandDealableQuotes which aredisplayedonourOnlineTradingFacility.IndicativeQuotesonlygiveanindicationofwheretheMarketis. Because the derivatives products Markets are decentralized, meaning they lack a single central exchange where all transactions are conducted, each Market Maker may quote slightly different prices. Therefore, any prices displayed on

anychartmadeavailablebyusorbyathirdpartywillonlyreflect"IndicativeQuotes",andnotnecessarilyactual "DealableQuotes"inrespectofwhichTransactionsortradescanbeexecuted.

j. Theriskinformationpresentedheredoesnotreflectalloftherisksaswellasotherimportantaspectsintrinsicto TransactionsinleveragedFinancialInstruments.Therefore,beforestartingtotrade,youshouldlearnthespecificsof enteringintosuchTransactionsindetailorseekfurtherprofessionaladvice.

k. Unlessyouhaveelectedtocarryatradeovertheweekend,alltradeswillautomaticallycloseoutintherealmoneymode whenmarketclosesattheendofthebusinessweekattheratesavailableontheendofthelasttradingdayofthe relevantweek.Allstatementswithrespecttorealmoneyaccountswillbeopenduringtheweekendandalltradersare welcometoviewtheirtradingAccountinfo.Wereservetherightnottooffsetcontractscarriedovertheweekendshortly aftermarketsareopen.Wemay,atoursolediscretion,allowoffsettingContractscarriedovertheweekendwhenmarket liquidityconditionsarereasonable.

l. Thereareaseriesofinherentriskswiththeuseofthemobiletradingtechnologysuchastheduplicationoforder instructions,latencyinthepricesprovided,andotherissuesthatarearesultofmobileconnectivity.Pricesdisplayedon ourmobileplatformaresolelyanindicationoftheexecutableratesandmaynotreflecttheactualexecutedpriceofthe Order.Ourmobilefeatureutilizespubliccommunicationnetworkcircuitsforthetransmissionofmessages.Weshallnot beliableforanyandallcircumstancesinwhichyouexperienceadelayinPriceQuotesoraninabilitytotradecausedby networkcircuittransmissionproblemsoranyotherproblemsoutsideourdirectcontrol,whichincludebutarenotlimited tothestrengthofthemobilesignal,cellularlatency,oranyotherissuesthatmayarisebetweenyouandanyinternet serviceprovider,phoneserviceprovider,oranyotherserviceprovider.Pleasefurthernotethatsomeofthefeatures available on our Online Trading Facility may not be available on our mobile feature.

72. INVESTORCOMPENSATIONFUND

72.1 We areamemberofthe***InvestorCompensationFund***forclientsofCypriotInvestmentFirms(CIFs)andotherInvestmentFirms (IFs) whicharenotcreditinstitutions(the"***Fund***").TheobjectoftheFundistosecuretheclaimsoftheclientsofregulated InvestmentFirmsagainstthemembersoftheFundthroughthepaymentofcompensation,incaseswheretheInvestmentfirm is unable,duetoitsfinancialcircumstances,andwhennorealisticprospectofimprovementofsuchcircumstancesinthenear futureseemspossible:(a)toreturntoitsclientsfundsowedtothemorfundswhichbelongtothembutare,directlyor indirectly,heldbytheInvestmentFirminthecontextofprovidinginvestmentservicestothesaidclients,or(b)tohandoverto suchclientsthefinancialinstrumentswhichbelongtothemandbywhichtheInvestmentFirmholds,managesorkeepsontheir account,includingthecasewheretheInvestmentFirmisresponsiblefortheadministrativemanagementofthesaidfinancial instruments.

72.2 The paymentofcompensationbytheFundtotheclientsofitsmembersissubjecttotheexistenceofawell-foundedclaimby such client(s)againsttheInvestmentFirm,arisingfromtheinvestmentservicesprovidedbytheInvestmentFirmtotheclient in question.Theprotectionschemeisonlyavailabletocertaintypesofclaimantsandclaims.Paymentstoeligibleclaimants under theSchemewillvarydependingonthetypeofprotectedclaim(e.g.depositsorinvestments)theclaimantsholdwith respecttotherelevantinstitution

72.3 The Fundinitiatesthecompensationpaymentprocedurewhenatleastoneofthefollowingpreconditionsisfulfilled:

(a) theCyprusSecuritiesandExchangeCommissionhasdeterminedthattheInvestorCompensationFundmemberisunableto meetsuchofitsdutiesasarisefromitsclients'claimsinconnectionwiththecoveredinvestmentservicesortheancillary servicesithasprovided,aslongassuchinabilityisdirectlyrelatedtoitsfinancialcircumstancesinrespectofwhichnorealistic prospectofimprovementinthenearfutureseemsforeseeable,or(b)theCourthas,onreasonablegroundsdirectlyrelatedto the financialcircumstancesoftheInvestmentFirm,issuedarulingwhichhastheeffectofsuspendingtheInvestors'abilityto lodgeclaimsagainsttheInvestmentFirm.

72.4 Uponissuanceofadecisionbythecourtorthecyprussecuritiesandexchangecommission,onthecommencementofthe compensationpaymentprocess,theFundpublishesinatleastthreenewspapersofnationalcoverage,aninvitationtothe clientsoftheInvestmentFirmtomaketheirclaimsagainsttheInvestmentFirm,designatingtheprocedureforthesubmission of therelevantapplications,thedeadlinefortheirsubmissionandtheircontent.

72.5 To ascertaintheclaimsofaclaimantagainsttheInvestmentFirm,aswellasanycounterclaimsoftheInvestmentFirmagainst the claimant,thebookskeptandtheparticularsissuedbytheInvestmentFirmaswellasthesupportingevidenceproduced

by the claimantaretaken into consideration. The amount of the compensation payable to each client is calculated in accordance with the legalandcontractual terms governing the relation of the client with the Investment Firm, subject to the set of rules applied forthecalculation of the claims between the client and the Investment Firm. The valuation of the Financial Instruments pertainingtothecompensation payable to the client in accordance with the above paragraph will be carried out based on their value at thedayofthepublication of the Court ruling or the publication of the decision of the Cyprus Securities and Exchange Commission.Thecalculation of the payable compensation will be derived from the sum of the total established claims of the client againsttheInvestment Firm, arising from the Services provided by the Investment Firm and regardless of the number of accounts ofwhichitisbeneficiary, the currency and place of offering the investment services.

72.6 Payments undertheScheme in respect of investments are subject to a maximum payment to any eligible investor of EUR 20.000,-; insofarastheamount of the claim exceeds the amount of EUR 20.000,- the claimant will be only entitled to receive a maximumamountequivalent to EUR 20.000,-.

73. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

73.1 In addition to, and without prejudice, to any other representations, warranties and covenants set forth in this Agreement, you hereby further represent, warrant, covenant and agree: (a) that you shall be treated as a “Retail client”, unless we shall classify or reclassify you as a “Professional client” or an “Eligible Counterparty”, depending on the information that you shall provide when completing the registration process or thereafter; (b) that all sums, investments or other assets supplied by you for any purpose, subject to these Terms and conditions, shall at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by you and, in particular, without prejudice to the generality of the foregoing, that, except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Agreement, free and clear of any Security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held; (c) that you act as Principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and/or Contract performed hereunder and that no Person other than you has or will have an interest in your Account(s); (d) that, regardless of any subsequent determination to the contrary, trading in leveraged Financial Instruments on the Over-the-Counter Market (and in such other investments as we may from time to time agree) is suitable for you and that you are aware of all risks involved with such Transactions and/or Contracts; and (e) that you are willing and financially able to sustain a total loss of funds resulting from Transactions and/or Contracts performed hereunder.

73.2 By using our Online Trading Facility, you represent, warrant, covenant and declare that all the funds that you use and invest on our Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority. In the event that we may become suspicious that you may be engaging in or have engaged in such fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, your access to our Online Trading Facility may be terminated immediately and/or your Account blocked. If your Account is terminated or blocked in such circumstances, we are under no obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In addition to terminating your access to our Online Trading Facility and/or blocking your Account, we reserve the right to prevent you from accessing any of our other websites or servers, or accessing any other services offered by us. We shall be entitled to inform the relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with us to investigate any such activity.

73.3 The above representations and warranties shall be deemed to be repeated each time in the future you enter into a Transaction or Contract or provide Instructions to us, for the duration of our client relationship.

73.4 You covenant to us that: (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause; (b) you will promptly notify us of the occurrence of any Event of Default or potential Event of Default; (c) you will use all reasonable steps to comply with all Applicable Laws, Rules and/or Regulations in relation to this Agreement and any Transaction and/or Contract hereunder, so far as they are applicable to you or us; (d) you will not send Orders or otherwise take any action that could create a false impression of the demand or value for Financial Instrument, or send Orders which you have reason to believe are in breach of Applicable Laws, Rules and/or Regulations (e) you shall observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our respective positions; and (e) upon demand, you will provide us with such information as we may reasonably

require to evidencethe matters referred to in this clause or to comply with any Applicable Laws, Rules and/or Regulations.

74. INFORMATION DISCLOSURE

74.1 Neither Party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other Party of which it may in the course of its duties or otherwise become possessed, and each Party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a Party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another Person who according to the law is entitled to demand disclosure, or in order to enable the Party sufficiently to fulfil its obligations pursuant to these Terms.

74.2 By accepting these Terms and Conditions, you authorize us to disclose such information relating to you as may be required by any Applicable Laws, Rules and/or Regulations or regulatory authority, including any applicable Market Rules, without prior notice to you.

74.3 By accepting these Terms and Conditions, you authorize us to share personal information submitted by you to us with any duly licensed financial entity, with any of our Associates for the purpose of providing trade recommendations, trading activities, sales and marketing information, including new products and services, and with any third party agency that is working on our behalf with the purpose of performing client analysis for the use of our sales and marketing; furthermore, we may share such information with any trading advisor or Introducing Broker for the purpose of completing the due diligence to, and the approval of, your Account Opening Application Form(s).

74.4 The Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. The Client shall ensure that, before it or anyone on its behalf discloses information relating to any third party to the Company, its Associates or its or their agents or service providers in connection with these Terms and Conditions or any Transactions that said third party has been provided with such information and has given such consents or waivers as are necessary to allow the Company, its Associates its or their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause.

74.5 Without prejudice to any provision of these Terms and Conditions relating to information or data or its disclosure, the Client consents to the disclosure by the Company, its Associates and service providers of any information or data in connection with or relating to the Client, the Agreement and/or any Transaction (including, without limitation, pricing data):

a. to the extent that the Company determines it is required, permitted or desirable to comply with Applicable Laws, Rules and/or Regulations; and

b. to the extent not permitted by clause 74.5(a) above, if such disclosure is made to any trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository.

75. FATCA

75.1 The Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. The Client shall ensure that, before it or anyone on its behalf discloses information relating to any third party to the Company, its Associates or service providers in connection with these Terms and Conditions or any Transactions that said third party has been provided with such information and given such consents or waivers as are necessary to allow the Company, its Associates and its or their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause.

75.2 By accepting these Terms and Conditions, you authorize us to provide, directly or indirectly, to any relevant tax authorities or

any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to tour Account.

76. EMIR

76.1 Notwithstanding anything to the contrary in these Terms and Conditions or in any non-disclosure, confidentiality or other agreement between the Company and the Client, the Company and the Client each hereby consents to the disclosure of information to the extent required or permitted under, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule or regulation ("EMIR and Supporting Regulation") which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR and Supporting Regulation regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other Party is required or accustomed to act ("Reporting Requirements").

76.2 The Client and the Company each acknowledges that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

76.3 The Client and the Company each further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade and trader information including the Client's identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. The Company and the Client further acknowledge that, for purposes of complying with regulatory reporting obligations, the Client (in the case of the Company) or the Company (in the case of the Client) may use a Third Party Service Provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. The Client and the Company each also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing Party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction. For the avoidance of doubt,

a. to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits the Client or the Company to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each Party for purposes of such law;

b. any agreement between the Parties to maintain confidentiality of information contained in these Terms and Conditions or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and

c. nothing herein is intended to limit the scope of any other consent to disclosure separately given by the Client to the Company or by the Company to the Client.

77. NON-FINANCIAL COUNTERPARTY REPRESENTATION

77.1 The Client represents to the Company on each date and at each time on which it enters into a Transaction (which representation will be deemed to be repeated by the Client at all times while such Transaction remains outstanding) that:

a. it is either:

(i) a non-financial counterparty (as such term is defined in EMIR); or

(ii) an entity established outside the European Union that, to the best of its knowledge and belief, having given due and proper consideration to its status, would constitute a non-financial counterparty (as such term is defined in EMIR) if it were

established inthe European Union; and

b. it is not subject to a clearing obligation pursuant to EMIR (or, in respect of an entity under clause 77.1(a)(ii) above, would not be subject to the clearing obligation if it were established in the European Union) in respect of such Transaction. For the purposes of this clause, it is assumed that the Transaction is of a type that has been declared to be subject to the clearing obligation in accordance with Article 5 of EMIR and is subject to the clearing obligation in accordance with Article 4 of EMIR (whether or not in fact this is the case), and that any transitional provisions in EMIR are ignored.

78. EMIR DELEGATED REPORTING SERVICE – LEGAL ENTITIES

78.1 Where the Client is a Legal Entity and is required to report its trades in derivatives contracts under EMIR and Supporting Regulations, the Company and the Client may agree from time to time for the Company to report the Client's trades in derivatives contracts with the Company to the relevant TR on the Client's behalf ("Delegated Reporting Service"). The provisions of this clause, shall apply to the Client where the Client subscribes to the Company's Delegated Reporting Service.

78.2 By subscribing to the Company's Delegated Reporting Service, the Client authorises the Company to report the Client's trade-related data to any TR of the Company's choosing on the Client's behalf. Unless the Company and the Client otherwise agree, the Client acknowledges and accepts that it is responsible for obtaining a Legal Entity Identifier ("LEI") or an interim pre-LEI at its own cost, and providing that LEI or pre-LEI to the Company as soon as possible but in no event later than fifteen (15) calendar days following a request from the Company to provide such details.

78.3 The Company will only report client trades where the Company directly faces the Client, which means that the Company will not report trades executed through a central counterparty or intercompany trades.

78.4 Either the Client or the Company may terminate the Client's subscription to the Delegated Reporting Service. The Client may do so by notifying the Company by email that it no longer wishes to utilise the Delegated Reporting Service with termination to take effect anytime within two (2) Business Days following the Company's receipt of the notice. The Company may terminate the Client's participation in the Delegated Reporting Service by notifying the Client at least five (5) Business Days before the Client's use of the service is to cease. The Company may suspend the Delegated Reporting Service at any time with notice to the Client where the Company reasonably believes that it is in its best interests to suspend such service.

78.5 The Company shall, at all times, perform its obligations and exercise discretion under this clause with reasonable care, provided that the Company shall not be required to do or cause to be done anything which:

a. is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any Third Party Service Provider or any TR (including any decision by a Third Party Service Provider or any TR not to permit the Company to submit relevant data in accordance with these Terms and Conditions); or

b. is contrary to any law, rule or regulation or the Company is otherwise prevented from doing by any law, rule or regulation.

78.6 Notwithstanding any other provision of these Terms and Conditions but subject to the remaining provisions of this clause, the Company will not have any liability to the Client (or any person claiming under or through it) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for any losses arising directly from, or in connection with:

a. the Company's provision of, or the Client's use of, the Delegated Reporting Service;

b. any acts, omissions or failures of any third party, including but not limited to any Third Party Service Provider or a TR (including any decision by a third party service provider or a TR not to permit the Company to submit relevant data via the Third Party Service Provider or to a TR on behalf of the Client);

c. the Company's performance of its obligations or exercise of its rights under this clause;

d. the failure of any platform, system, interface or other technology, including any internal platform, system, interface or other technology, which the Company uses or intends to use in the performance of its obligations or exercise of its rights under this clause ; or

e. a third party accessing or intercepting any information or data of the Client,

except to the extent that such losses are due to the gross negligence, wilful default or fraud of the Company. The Client agrees that the Company will not have any liability to the Client for any indirect or consequential loss or damage or for any direct or indirect loss of business, profits, anticipated savings or goodwill.

79. TAX IMPLICATIONS

79.1 We shall not provide any advice to our clients on any tax issues related to any of our Services. You are advised to obtain individual independent counsel from your financial advisor(s), auditor(s) or legal counsel with respect to any tax implications of our Services.

79.2 You further know, understand and agree that, in general, we do not collect tax on behalf of any authority in any form or manner whatsoever. You are solely responsible to manage tax implications related to the income you derive from your trading activity on or through our Online Trading Facility.

79.3 Without limiting the foregoing, it is solely your obligation to calculate and pay all taxes applicable to you in your country of residence, or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation, or otherwise arising as a result of your trading activity from and/or the access and/or use of our Services.

79.4 Without derogating from your sole and entire responsibility to perform tax payments, you agree that we may deduct tax, as may be required by the Applicable Laws and Regulations, but that we are not obligated to do so, from the results of your trading activity from and/or the access and/or use of our Services. You are aware that amounts that may be withdrawn by you from your Account are "*gross amounts*", from which we may deduct such taxes, as the case may be, and that you shall have no claim towards us with regard to such deductions.

80. INTELLECTUAL PROPERTY

80.1 All copyrights, trademarks, patents, trade secrets and other title, ownership rights and Intellectual Property Rights in and/or relating to: (a) our Online Trading Facility; (b) our Services; (c) any other of our platforms or Software (including, without limitation, Demos and any relevant System Documentation and/or users' manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information transmitted via our Online Trading Facility or otherwise, (hereinafter, collectively, referred to as "***Intellectual Property Assets***"), are our sole and exclusive property and/or, as the case may be, of our the Third Party Service Provider(s) which granted us the right to supply them ("***Third Party Licensors***"). Our Online Trading Facility (including, without limitation, any other of our platforms or Software) may incorporate third party data, text, images, software, multi-media materials and other content ("***Third Party Content***") and references to the term "***Intellectual Property Assets***" shall be taken to include all materials, content and services made available from time to time via our Online Trading Facility, whether viewed on screen or downloaded to another computer including, without limitation, Third Party Content.

80.2 All Intellectual Property Assets, including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics are protected by local and international intellectual property laws and treaties, including all copyright laws and regulations and remain vested in us

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orinourThirdPartyLicensors.Youreceivenocopyright,intellectualpropertyrightsorotherrightsinortoourIntellectual PropertyAssets,exceptfortherighttoaccessandusetheminaccordancewiththetermsandconditionsofthisAgreement orpursuantand/orasgrantedtoyouinanyagreementyoumayhavewithoneofourThirdPartyLicensors.Youwillprotect andnotviolateourIntellectualPropertyAssetsanyThirdPartyLicensor'sproprietaryrightsthereinandhonourandcomply withourreasonablerequeststoprotectourandeachofourThirdPartyLicensors'contractual,statutoryandcommonlaw rightstherein.Ifyoubecomeawareofanyviolationofourorathirdpartylicensor'sproprietaryrightsinanyIntellectual PropertyAssets,youwillnotifyuspromptlyinwritingthereof.

80.3 Undernocircumstancesshallyouremoveanycopyrightnotificationfromanyofourintellectualpropertyassetsorunlawfully useanyofourIntellectualPropertyAssets.Youwillnotpublish,distribute,orotherwisemakeanyofourIntellectualProperty Assetsavailabletothirdpartiesanyinformationderivedfromorrelatingtoourintellectualpropertyassets,Website(s), Services,OnlineTradingFacilityand/orSoftwareprovided.Exceptasotherwisespecificallyagreedinwritingortotheextent necessaryforyoutoviewourOnlineTradingFacilityinaccordancewiththeseTerms,youshallnot:(a)copy,interferewith, tamperwith,alter,amendormodifyanyofourIntellectualPropertyAssetsand/oranycomponentthereof,inwholeorinpart (excepttomakebackupcopiessolelyfordisasterrecoverypurposes);(b)display,reproduce,createderivativeworksfrom, transmit,sell,distribute,rent,lease,sublicense,time-share,lendortransferorinanywayexploitourIntellectualProperty Assetsand/oranycomponentthereof,inwholeorinpart;(c)embedourIntellectualPropertyAssetsand/oranycomponent thereof,intootherproducts;(d)useourIntellectualPropertyAssetsand/oranycomponentthereof,inanytimesharing arrangement;(e)createfunctioncallsorotherembeddedlinksfromanysoftwareprogramtoourIntellectualPropertyAssets and/oranycomponentthereof;(f)removeorobscureanyofourcopyrightnoticesorthoseofanyofourThirdPartyLicensors fromanyofourIntellectualPropertyAssetsand/oranycomponentthereof,(g)useanyofourtrademarks,servicemarks,trade names,domainnames,logos,orotheridentifiers,orthoseofanyofourThirdPartyLicensors(collectively"***Marks***");or(h)save totheextentpermittedbyApplicableLaws,Rulesand/orRegulationsreverseengineer,decompile,disassemble,oraccessthe sourcecodeofany ofour Intellectual Property Assets and/or any componentthereof.

80.4 AnycopiesofourOnlineTradingFacility,oranypartthereof,madeinaccordancewithanyApplicableLaws,Rulesand/or Regulationsaresubjecttothetermsandconditionsofthisagreement.Youshallensurethatallourtrademark,copyrightand restrictedrightsnotices,andwhereappropriatethoseofourThirdPartylicensors,arereproducedonthesecopies.Youshall maintainanup-to-datewrittenrecordofthenumberofsuchcopiesmadebyyou.Ifwesorequest,youshallassoonas reasonablypractical,providetousastatementofthenumberandwhereaboutsofanyandallofsuchcopies.

80.5 AnypermitteduseofMarksshallbesubjecttoour,respectivelyourThirdPartyLicensors',qualitycontrolstandards,andall associatedgoodwillshallinuretoour,respectively,ourThirdPartyLicensors'benefit.

81. DATAPROTECTION

81.1 WearetheDataControllerforthepurposesofallPersonalDataProtectionLegislation.AnyqueriesabouttheuseofPersonal Databyusshouldbereferredtoour ComplianceOfficer.

81.2 Asindicatedhereinabove,inrelationtoourPrivacyPolic(y)ies,wemaycollect,useanddisclosePersonalDataaboutyou, includingPersonalDatayoumayvoluntarilydisclosetousinanymanner,sothatwecan:(a)carryoutourobligationsunder thisAgreement;(b)carryoutoureverydaybusinessactivitiesanddealingswithyou;(c)compilestatisticalanalysisofthepages ofourOnlineTradingFacilityvisited;(d)monitorandanalyseourbusiness;(e)participateincrimeprevention,legaland regulatorycompliance;(f)marketanddevelopotherproductsandservices;(g)transferanyofourrightsorobligationsunder thesethisAgreement;and(h)processclients'PersonalDataforotherrelatedpurposes.Ifyouchoosetowithholdnon-sensitive Personal Data requested, we may not be able to give you access to our Online Trading Facility.

81.3 Wewillnotobtainorrequiredisclosureofsensitivepersonaldata(suchasethnicorigin,religionormedicalrecords)butif youchoosetoprovidesuchsensitivePersonalData,wemayassumesuchsensitivedataisprovidedwithyourconsentfor processingforthepurposesforwhichsuchPersonalDatawasprovided,unlessotherwisenotifiedbyyoutousinwriting.

81.4 NeitherwenoranyofourThirdPartyServiceProviderswilldiscloseanyPersonalDatacollectedaboutyouoranyAuthorised Persontothirdpartiesexcept:(a)totheextentthatitisrequiredtodosobyunderand/orpursuanttoanyApplicableLaws, Rulesand/orRegulations;(b)wherethereisadutytothepublictodisclose;(c)whereourlegitimatebusinessinterestsrequire disclosure;or(d)atyourrequestorwithyourconsentor toPersonsdescribedbelow.

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81.5 We, Our Associatesor a Third Party Service Provider may disclose Personal Data about you to those who provide services to us, , to any person towhom we, our Associates or a Third Party Service Provider transfers or proposes to transfer any of our or its rights or obligations under these Terms, and to licensed credit reference agencies or other organisations that help us, our Associates or ThirdParty Service Providers and others to make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks.

81.6 You have certain rights of access to the Personal Data we collect and hold about you at the time of request, or to have inaccurate information corrected, under applicable Personal Data Protection Legislation. If you wish to exercise such rights (solely at your own cost and expense), you should contact us in writing, and you may be requested to provide further information to assist us in complying with such request.

81.7 We, our Associates and/or Third Party Service Providers may transfer data, including Personal Data and data on your trading activity, collected and held about you to other countries, including countries outside the European Economic Area ("***EEA***") which may not have similar data protection laws, for any of the purposes described herein. By accepting these Terms and Conditions, you consent to such transfers.

81.8 We, our Associates and/or Third Party Service Providers may record or monitor telephone conversations between you and us for security, compliance with the law, training purposes and to maintain and improve the quality of our Services. Such telephone conversations may be used by us as evidence in the event of any dispute between us, in accordance with the provisions set out hereinabove. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

81.9 We may use 'cookie's or 'IP address tracking devices' to administer our Online Trading Facility, store password and usernames, to monitor visits to pages on our Online Trading Facility from your terminal to personalise our Online Trading Platform to you and to track and facilitate browsing through our Online Trading Facility. A 'cookie' is a piece of data stored on your hard drive containing information about you relating to the use of our Online Trading Facility. IP addresses may be linked to your Personal Data and by tracking these addresses, we would be obtaining such Personal Data. Access to our Online Trading Facility is conditional on acceptance by you of any 'cookies' and 'IP address tracking devices' described in and for the purposes explained in this clause. By accepting these Terms, you acknowledge that you understand the broad nature of 'cookie's and 'IP address tracking' devices and the purposes for which they will be used by us.

81.10 You acknowledge and accept that any Services provided through our Online Trading Facility involve transmissions over the Internet and that such transmissions are therefore subject to the Internet's inherent risks. Whilst we acknowledge our responsibility to take reasonable security precautions, you also acknowledge and accept that, as with any network, you may also be exposed to unauthorised programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our, our Associates' and our Third Party Service Providers' and security features are designed to reduce these risks, we cannot guarantee their elimination. You therefore acknowledge that no transmission via our Online Trading Facility shall be guaranteed to be confidential and that we shall not be liable for any breach of confidence arising as a result of such events.

CHAPTER I: COMPLAINT HANDLING PROCEDURES

82. COMPLAINTS

82.1 At MurrenTrade, we aim to provide prompt, courteous, helpful, open and informative advice in response to every approach made by a member of public. We are always keen to hear the views of our customers, particularly the general public, about our performance generally - what we do right and what we do wrong.

82.2 We recognise that, as in all organisations, from time to time things can go wrong and we may not provide the standard of service that we have set ourselves. We are especially keen to hear about such instances, since they provide us with an opportunity to put things right and to learn from our mistakes.

82.3 We will attempt to deal with your complaint in a prompt and efficient manner. We will follow the "***Complaints Handling Procedures***" published on our Website(s), which are incorporated herein by reference and form an integral part of these Terms and Conditions of Business; as such, these Complaints Handling Procedures shall be applicable to all transactions between us and our clients, to the extent that it does not impose and/or does not seek to impose any obligations on us which we would not otherwise have, but for the *Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007)*; please note, however, that these Complaints Handling Procedures do not apply to money that you may owe to us and that we reserve the right to take immediate action to recover any debts payable to us in court.

CHAPTER J: INDEMNITY AND LIMITATION OF LIABILITY

83. RISK OF LOSS; LIMITATION OF LIABILITY

83.1 You will make your own decision to access and/or use our Online Trading Facility or to enter into or execute any Transaction and/or Contract. You acknowledge and agree that our Online Trading Facility do not and will not serve as the primary basis for any of your investment decisions concerning your Accounts. You are solely responsible for any investment or trading decisions you make with respect to products identified on our Online Trading Facility and neither we, nor our directors, officers, shareholders, partners, members employees, agents, service providers, legal representatives and/or Affiliates (together our "***Associates***") shall be responsible for determining whether any Transaction or Contract you enter into is suitable, appropriate or advisable. Neither we, nor our Associates are and will be, by virtue of providing our Online Trading Facility, an advisor or fiduciary for you or any Authorized Person.

83.2 Without prejudice to any other provisions in this Agreement, our Online Trading Facility are provided "**as is**" and neither we, nor our Associates, nor any of our Third Party Service P roviders makes any representations or warranties of any kind whatsoever regarding (a) the availability, currency, accuracy or completeness of our Online Trading Facility; (b) the results to be obtained by you or anyone else from the use of our Online Trading Facility; and (c) any Third Party Content accessible on or through our Online Trading Facility; neither we, nor our Associates, nor any of our Third Party Service Providers will be liable to you or any Authorized Person for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of our Online Trading Facility, or for any failure of any connection or communication service to provide or to maintain your or any Authorized Person's access to our Online Trading Facility, or for any erroneous communications between you and us.

83.3 Without prejudice to any other provisions of this Agreement, neither we, nor our Associates shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any Authorized Person as a direct or indirect result of any act or omission in the course of providing our

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Services toyouorotherwisearisingfromtheactivitiestowhichtheseTermsandConditionsapplyexceptsuchasiscausedby our and/ortheirnegligence,wilfuldefaultorfraud;neitherwe,norourAssociatesshallbeliableforanylosses,damages,costs or expenses,whetherarisingoutofnegligence,breachofcontract,misrepresentationorotherwise,incurredorsufferedby you or anyAuthorizedPersonunderthisAgreement(includinganyinstancewherewehavedeclinedtoenterintoaproposed Transactionand/orContract),unlesssuchlosses,damages,costsorexpensesareareasonablyforeseeableconsequenceof,or arise directlyfrom,ourortheirrespectivegrossnegligence,wilfuldefaultorfraud.Innocircumstance,shallweorour AssociateshaveliabilityforlossessufferedbyyouoranyauthorizedPersonforanyspecialorconsequentialdamage,lossof profits, lossofgoodwillorlossofbusinessopportunityarisingunderorinconnectionwiththisAgreement,whetherarisingout of negligence,breachofcontract,misrepresentationorotherwise;neitherwe,norourAssociateswillbeliableinany circumstancesforanylossesthatwerenotareasonablyforeseeableresultofbreachtobothyouanduswhentheseTermsand Conditionswereenteredinto.

83.4 You acknowledgethat:(a)anymarketinformationorthirdpartyrecommendationscommunicatedtoyouoranyAuthorized Person, by usoranyAssociate,doesnotconstituteadvicetoenterintoanyTransactionand/orContract;(b)suchinformation or recommendations,althoughbaseduponinformationobtainedfromsourcesbelievedbyustobereliable,maybebased solely on a thirdparty'sopinionandthatsuchinformationmaybeincompleteandmaybeunverified;(c)wemakeno representation,warrantyorguaranteeasto,andshallnotberesponsiblefor,theaccuracyorcompletenessofanyinformation or recommendationsfurnishedtoyouoranyAuthorizedPerson;and(d)wemakenorepresentationsconcerningthetax implicationsortreatmentoftradesenteredintobyyoupursuanttotheseTerms;neitherwe,norourAssociatesacceptany liability foranyadversetaximplicationsofanyTransactionwhatsoever.

83.5 Since we donotcontrolsignalpower,itsreceptionorroutingviatheinternet,configurationofyourequipmentorthatofany third partyorthereliabilityofitsconnection,neitherwe,norourAssociatescanberesponsibleforcommunicationfailures, distortionsordelayswhenyouaretrading on-line(viatheInternet).

83.6 We shall havenoobligationtocontactyoutoadviseuponappropriateactioninlightofchangesinMarketConditions(including, without limitation,MarketDisruptions)orotherwise.YouacknowledgethattheMarketinleveragedderivativesishighly speculativeandvolatileandthat,followingexecutionofanytransaction,youaresolelyresponsibleformakingandmaintaining contact withusandformonitoringopenpositionsandensuringthatanyfurtherinstructionsaregivenonatimelybasis.Inthe event of anyfailuretodoso,wecangivenoassurancethatitwillbepossibleforustocontactyouandweacceptnoliability for loss allegedtobesufferedasaresultofanyfailurebyyoutodoso.Withoutlimitation,neitherwe,norourAssociatesaccept any liabilitybyreasonofanydelayorchangeinmarketconditionsbeforeanyparticularTransactioniseffected.

83.7 Without limitation,neitherwenoranyofourAssociatesshallbeliableforanylossarisingfromanyactoromissionofany Agent, IntroducingBroker,AuthorizedPersonorotherthirdpartywhoperformsservicesforyou.

83.8 Neither we,norourAssociatesshallbeliabletoyoubeliabletoyouoranyAuthorizedPersonforanypartialornon-performanceofourobligationshereunderbyreasonofanycausebeyondourreasonablecontrol,includingwithoutlimitation, any breakdown,delay,malfunctionorfailureoftransmission,communicationorcomputerfacilities,industrialaction,actof terrorism, actofGod,actsandregulationsofanygovernmentalorsupranationalbodiesorauthoritiesorthefailurebythe relevant intermediatebrokeroragent,agentorprincipalofourcustodian,sub-custodian,dealer,Market,clearinghouseor regulatory orself-regulatoryorganisation,foranyreasonwhatsoever,including,withoutlimitationForceMajeure,toperform our respectiveobligationshereunder.

83.9 Nothing inthisAgreementwillexcludeorrestrictanydutyorliabilitywemayhavetoyoubeliabletoyouoranyAuthorized Person undertheregulatorysystem,whichmaynotbeexcludedorrestrictedthereunder.

84. EXCLUSION OFWARRANTIES

84.1 WITHOUT PREJUDICETOANYOTHERPROVISIONSOFTHISAGREEMENT,WEDONOTMAKEANYEXPRESSORIMPLIED WARRANTIESABOUTOURONLINETRADINGFACILITY,INCLUDINGBUTNOTLIMITEDTOIMPLIEDWARRANTIESOF MERCHANTABILITY,FITNESSFORAPARTICULARPURPOSE,ORNON-INFRINGEMENT.OURONLINETRADINGFACILITYIS MADE AVAILABLETOYOU"ASIS"AND"ASAVAILABLE".WESHALLNOTBELIABLEFORANYCOSTORDAMAGEARISING EITHER DIRECTLYORINDIRECTLYFROMTHEACCESSORUSEOFOURONLINETRADINGFACILITYANDITISSOLELYYOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION, OPINIONS,

PRODUCTS, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH OUR ONLINE TRADING FACILITY OR ON THE INTERNETGENERALLY. WE DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.

84.2 WE DO NOT WARRANT THAT OUR ONLINE TRADING FACILITY WILL MEET YOUR NEEDS, OR THAT IT/THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF OUR ONLINE TRADING FACILITY WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR ONLINE TRADING FACILITY WILL MEET YOUR EXPECTATIONS.

85. DISCLAIMER AND LIMITATION OF LIABILITY

85.1 Our obligations under this Agreement do not constitute personal obligations of our directors, officers, shareholders, partners, members, employees, Associates, Representatives, agents, Third Party Service Providers and/or Third Party Content providers and/or any of them.

85.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF OUR ONLINE TRADING FACILITY AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).

85.3 EXCEPT AS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOUR DISPUTE AND OTHER LABOUR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

85.4 ANY LIABILITY ARISING UNDER THIS AGREEMENT WILL BE SATISFIED SOLELY FROM THE REVENUES GENERATED HEREUNDER. IN NO EVENT SHALL OUR LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT OF REVENUES GENERATED HEREUNDER IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

86. INDEMNIFICATION

86.1 As a condition of your use of our Online Trading Facility, you agree to indemnify and hold us, our Associates, Representatives, agents, Third Party Service Providers and Third Party Content providers from and against any and all claims, losses, liabilities, costs and expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, arising from or connected to any violation or breach of these Terms and Conditions (including negligent or wrongful conduct) by you or any other person accessing and/or using our Online Trading Facility.

86.2 You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction and/or Contract or any matching Transaction and/or Contract with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction and/or Contract) or by the enforcement of our rights.

86.3 You will be responsible for all Orders entered on your behalf via our Online Trading Facility and you will be fully liable to us for the settlement of any Transaction and/or Contract arising therefrom.

86.4 You will defend, indemnify and hold us and our directors, officers, shareholders, partners, members, employees, Associates, Representatives, agents, Third P arty Service Providers and/or Third Party Content providers and/or any of them, harmless from and against all liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, which we may incur or suffer as a result of:

a. any error in any instruction given by an Authorized Person; or

b. acting on anyinstruction, which is, or appears to be, from an Authorized Person.

87. INDEPENDENTINVESTIGATION

87.1 ***YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE MERITS AND RISKS OF ACCESSING AND/OR USING OUR ONLINE TRADING FACILITY AND ENTERING INTO TRANSACTIONS AND CONTRACTS VIA OUR ONLINE TRADING FACILITY AND YOU HAVE DONE SO WITHOUT RELYING ON ANY INFORMATION CONTAINED ON, OR IN OUR ONLINE TRADING FACILITY AND/OR OTHERWISE PROVIDED BY US IN RELATION AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.***

87.2 ***YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCAL JURISDICTION WHICH APPLY TO YOUR ACTIVITIES HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU MAY PARTICIPATE IN OUR ONLINE TRADING FACILITY AND ENTER INTO TRANSACTIONS AND CONTRACTS VIA OUR ONLINE TRADING FACILITY, WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.***

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CHAPTER K: DEFAULT

88. DEFAULT

88.1 Each and any of the following events shall constitute an Event of Default: (a) you fail to make any payment when due under this Agreement or to make or take delivery of any property when due under, or to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been given; (b) you fail to remit funds necessary to enable us to take delivery under any Transaction and/or Contract on the first due date; (c) you fail to provide assets for delivery, or take delivery of assets, under any Transaction and/or Contract on the first due date; (d) you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrance takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible); (e) you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "***Custodian***") of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and in the case of a reorganisation, arrangement or composition, we do not consent to the proposals; (f) an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either (i) has not been dismissed within five (5) Business Days of its institution or presentation or (ii) has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure; (g) an application is made in respect of you for an interim order or if a bankruptcy petition is presented in respect of you or, in the case of a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed; (h) in the case of a Legal Entity, a petition is presented for your winding-up or administration, or an order is made or a resolution is passed for the your winding-up or administration of the client (other than for the purposes of amalgamation or reconstruction with our prior written approval);

(I) any distress, execution or other process is levied against any of your property and is not removed, discharged or paid within 7 seven calendar days; (j) any Security created by any mortgage or charge becomes enforceable against you and the mortgagee or Custodian takes steps to enforce the Security or charge; (k) any of your indebtedness or any the indebtedness of any of your subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your or any of your subsidiaries' default, or you or any of your subsidiaries fail to discharge any indebtedness on its due date; (l) you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) 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 a third party ("***Credit Support Provider***"), or of you, in our favour supporting any of your obligations under this Agreement (each a "***Credit Support Document***");(m) you fail to comply with any obligations set forth in these Terms and Conditions or in any Transaction and/or Contract, including failure to meet Margin requirements; (n) any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document 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, or becomes untrue; (o) any Credit Support Provider fails, or you yourself fail to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with the applicable Credit Support Document; (p) any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless we have agreed in writing that this shall not be an Event of Default; (q) any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document 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; (r) any event referred to in paragraphs (b) to (d) or (h) of this sub-clause occurs in respect of any Credit Support Provider; (s) you are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration; (t) where you or your Credit Support Provider is a partnership, any of the events referred to in the preceding paragraphs occurs in respect of one or more of your or its partners; (u) we consider it necessary or desirable to prevent what we consider is or might be a violation of any Applicable Laws, Rules and Regulation or good standard of market practice; (v) we consider it necessary or desirable for our own protection or any action is taken or event occurs which we consider might have a material

adverseeffectuponourabilitytoperformanyofourobligationsunderthisAgreement;(w)youviolatedanyclauseofthis Agreementand/oranyotheragreementswehave,orhadinthepast,inplace;(x)anyEventofDefault(howeverdescribed) occursinrelationtoyouunderanyotheragreementbetweenuswhichyouareapartytooranyothereventspecifiedforthese purposesinthisAgreement,orotherwise,occurs;(y)weoryouarerequestedtocloseoutaTransactionand/orContract(or any partofaContract)byanyregulatoryagencyorauthority;(z)weareobligedtodosobyoperationoflaw.

89. RIGHTSONDEFAULT

89.1 Upon theexistenceofanEventofDefault,weshall,atoursolediscretion,withoutprejudicetoanyotherrightswemayhave under thisAgreement,beentitledto:(a)sellorchargeinanywayanyorallofyourSecurity,Assetsandpropertywhichmay from timetotimebeinourpossessionorcontroloforcallonanyguarantee;(b)purchaseanySecurity,investmentorother propertywherethisis,orisinourreasonableopinionlikelytobe,necessaryinorderforustofulfilouroryourobligations under anyTransactionand/orContract;inthiscaseyoushallreimbursetousthefullamountofthepurchasepriceplusany associatedcostsandexpenses;(c)closeout,replaceorreverseanyTransactionand/orContract,buy,sell,borroworlendor enter intoanyotherTransactionand/orContract,ortake,orrefrainfromtaking,suchotheractionatsuchtimeortimesandin such manneras,atoursolediscretion,weconsidernecessaryorappropriatetocover,reduceoreliminateourlossorliability under orinrespectofanyofyourTransactions,Contracts,positionsorcommitments,deliveranySecurityinvestmentor propertytoanythirdparty,orotherwisetakeanyactionweconsidersbeingnecessaryordesirableinordertocloseoutany Transactionand/orContract;(d)requireyouimmediatelytocloseoutandsettlesuchTransactionsand/orContractsinsuch manneraswemay,atoursolediscretionrequest;(e)enterintoanyforeignexchangetransaction,atsuchratesandtimesas we maydetermine,inordertomeetobligationsincurredunderaTransactionand/orContract;(f)invoicebackallorpartofany Assetsstandingtothedebitorcreditofanyaccount;(g)insteadofreturningtoyouinvestmentsequivalenttothosecredited to youraccount,topaytoyouthefairmarketvalueofsuchinvestmentsatthetimeweexercisesuchright;and/or(h)takeall actionasweseefit,including,withoutlimitation,completelyblockingaccesstoourOnlineTradingFacility,blockingand/or revokingyourAccessCodesand/orterminatingyourAccount.

89.2 You herebyauthorizeustotakealloranymeasuresdescribedinthisClausewithoutpriornoticetoyouandyouacknowledge and agreethatweshallnotberesponsibleforanyconsequencesofustakinganysuchsteps,unlesswehaveexercisedgross negligenceinconnectionherewith.Inthesecircumstances,youshallexecutesuchdocumentsandtakesuchotheractionaswe may reasonablyrequestinordertoprotectourrightsundertheseTermsandConditionsorwithinthescopeofanyother agreementsbetweenyouandus.

89.3 If we exerciseourrightstosellanyofyourSecuritiesorpropertypursuanttothisClause,wewilleffectsuchsale,withoutnotice or liabilitytoyou,onyourbehalfandapplytheproceedsofsaleinortowardsdischargeofanyorallofyourobligationstous.

89.4 Withoutprejudicetoourotherrightsunderand/orpursuanttothisAgreement,wemay,atanytimeandwithoutnotice, combineorconsolidatealloranyofyourAccountswithusandoff-setanyamountsowedtoorbyusinsuchmanneraswe may determineatoursolediscretion.

89.5 Our rightsunderthisclauseshallbeinadditionto,andnotinlimitationorexclusionof,anyotherrightswhichwemayhave (whetherbyagreement,operationoflaworotherwise).

89.6 Whereterminationandliquidationoccursinaccordancewiththisclause,weshallalsobeentitled,atourdiscretion,to terminateandliquidate,inaccordancewiththeprovisionsofthisclause,anyothertransactionsenteredintobetweenus,which are thenoutstanding.

CHAPTER L: TERMINATION OF CLIENT RELATIONSHIP AND LIQUIDATION OF ACCOUNTS

90. TERMINATION OF CLIENT RELATIONSHIP

90.1 Without prejudice to any other provisions of this Agreement, in particular, but without limitation, those pertaining to Events of Default, our client relationship under this Agreement shall remain in force until terminated by either Party.

90.2 Unless required by Applicable Laws, Rules and/or Regulations either Party may terminate this Agreement (and the relationship between us) by giving seven (7) calendar days written notice of termination to the other.

90.3 We may terminate this Agreement immediately, however, if you fail to observe or perform any provision of this Agreement or in case of an Event of Default, other than in the case of Force Majeure.

91. EFFECTS OF TERMINATION OF CLIENT RELATIONSHIP

91.1 Upon terminating this Agreement, all amounts payable by you to us will become immediately due and payable including (but without limitation): (a) all outstanding fees, charges and commissions; (b) any dealing expenses incurred by terminating this Agreement; and (c) (c) any losses and expenses realised in closing out any Transaction or Contract, or settling or concluding outstanding obligations incurred by us on your behalf.

91.2 On termination, we shall complete all Transactions and/or Contracts that are already entered into or under execution and these Terms and Conditions shall continue to bind both parties in relation to such Transactions and/or Contracts. We shall be entitled to deduct all amounts due to us before transferring any credit balances on any Account(s) to you and we shall be entitled to postpone such transferring until any and all Transactions and/or Contracts between you and us are closed. Furthermore, we shall be entitled to require you to pay any charges incurred in transferring your investments.

91.3 Termination shall not affect then outstanding rights and obligations (in particular, without limitation, relating to the ***Indemnities*** and ***Limitation of Liability Clauses*** and the ***Miscellaneous*** and ***Governing Law Clauses***) and Transactions and/or contracts which shall continue to be governed by this Agreement and the particular clauses agreed upon by and between you and us in relation to such Transactions and/or Contracts, until all obligations have been fully performed.

91.4 In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under this Agreement, to reverse all previous Transactions and/or Contracts, which would or could place our interests and/or any of our (other) clients' interests at risk.

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CHAPTER M: MISCELLANEOUS PROVISIONS

92. ASSIGNMENT

92.1 The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective, Affiliates, successors and assigns.

92.2 We shall be entitled to assign its rights and benefits under this Agreement, without any prior consent being required, to any Affiliate or subsidiary belonging to the our group of companies.

92.3 You may not without our prior written consent transfer this Agreement or any interest or obligation in or under this Agreement and any purported transfer without such consent shall be null and void.

92.4 Following such consent to the transfer of any interest or obligation under this Agreement, you shall remain jointly and severally responsible for the performance of all of the transferee's obligations under this Agreement.

93. TIME OF ESSENCE

93.1 Time shall be of the essence in respect of all your obligations under this Agreement (including, without limitation, those pertaining to any Transaction and/or Contract).

94. NOTICES

94.1 You must ensure that at all times we are able to communicate with you by telephone, fax or e-mail.

94.2 Except as specified otherwise in this Agreement and without prejudice to any such other provisions of this Agreement, all notices, declarations, demands, requests, and other communications required under, or otherwise referred to in, this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier or if sent by facsimile with a confirmation copy sent by air mail, or if sent by e-mail, and in any case addressed to the respective Parties at their address set forth above or at such other address as such Party may hereafter designate by notice to each of the other Parties as herein provided.

94.3 If personally delivered in the form specified herein, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered.

94.4 If sent by e-mail in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the e-mail transmission unless: (a) such transmission is made on a day which is not a day (except any Saturday or Sunday) on which banks in Cyprus are open for business (a "***Business Day***") or on a Business Day but outside regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or (b) the Party to which the notice is addressed then notifies the other Party by return mail, telex or facsimile that the copy received is illegible in whole or in part.

94.5 If sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier in the form specified therein, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective four (4) calendar days after deposit with such air courier or when actually received, whichever first occurs.

94.6 If sent by facsimile in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the transmission unless: (a) such transmission is made on a day which is not a Business Day or on a Business Day but outside regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or (b) the Party to which the notice is addressed then notifies the other Party by return telex or facsimile that the copy received is illegible in whole or in part.

94.7 Such notice or other communication will be deemed effective if in writing and delivered in person or by courier, on the date it is delivered or if sent by facsimile transmission, on the date that transmission is received by the recipient, or if sent by registered mail or the equivalent, on the date that mail is delivered or if sent by email on the date that email is delivered, unless the date of delivery (or attempted delivery) or the date of receipt, as applicable, is not a Business Day or the communication is delivered (or attempted to be delivered) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

94.8 The Parties agree that the delivery of any summons and complaint, and other process, which may be served in any suit, action or other proceeding, may be made by mailing via certified or registered mail or by hand-delivering such summons, complaint or other process to the other Party at the address of such Party specified hereinabove.

94.9 Rejection or other refusal to accept, or the inability to deliver of a notice, summons, complaint or other process referred to hereinabove, because of changed address of which no proper notice was given, shall not affect the effectiveness or the date of delivery for any notice sent in accordance with the foregoing provisions. Each such notice, request or other communication shall be deemed as sufficiently given, served, sent and received for all purposes, at such time that it is delivered to the address (with return receipt, the delivery receipt, the affidavit of the messenger or the answer back being deemed conclusive (but not exclusive) evidence of such delivery) or at such time as delivery is refused by addressee upon presentation.

95. GOVERNING LAW AND JURISDICTION This Agreement shall be governed by and construed in accordance with Cyprus Law and,

95.1 subject to the dispute resolution provisions set forth hereinafter, You irrevocably agree for our exclusive benefit that the courts of Cyprus are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.

95.2 Nothing contained in this Section shall, however, limit our right to take proceedings against you or any Trader in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

96. DISPUTE RESOLUTION

96.1 In the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

96.2 To such end the Parties must within seven (7) Business Days of a dispute arising convene a meeting between persons nominated by each Party (the "***Appointed Persons***") and other relevant members of management to attempt to resolve the dispute.

96.3 If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.

96.4 If the Appointed Persons do not reach such a settlement within a further period of fourteen (14) Business Days (the "***Final Negotiation Date***"), the dispute will be managed in accordance with provisions set forth hereinafter.

96.5 In the event of any dispute arising out of or in relation to this Agreement, if the dispute is not resolved and/or be settled prior to the Final Negotiation Date, it shall upon the initiation of either Party be referred to binding arbitration to be conducted in accordance with Arbitration Rules of the International Chamber of Commerce ("***Arbitration Rules***").

96.6 Each Party will have the right to appoint an arbitrator and the two arbitrators appointed by the Parties will appoint a third arbitrator in accordance with the Arbitration Rules; no person shall be appointed as an arbitrator hereunder unless such person is unrelated to either Party, is fluent in the English language and has experience in '*OTC Finance*' matters.

96.7 The arbitration procedures, both written and oral, will, be conducted in English with the place of arbitration being Limassol, Cyprus.

96.8 The arbitral reward shall be final and binding upon the Parties to this Agreement and the Parties to the arbitration agree to carry out such award without delay; any arbitral award made hereunder may be entered into a court of competent jurisdiction for execution thereof; the cost, fees and expenses of counsel to each Party, shall be subject to equitable allocation by the arbitrators.

96.9 If there is a conflict between the Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail.

97. INTERIM RELIEF - INJUNCTIVE RELIEF

97.1 Nothing in this Section shall prevent either Party from applying to court for interim or injunctive relief.

97.2 Each party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

98. CONTROLLING LANGUAGE

98.1 This Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English.

98.2 In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

99. FORCE MAJEURE

99.1 We shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between us and you or any other third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a "***Force Majeure Event***").

99.2 You acknowledge and agree that we may in our reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, we will inform you as soon as reasonably practicable if we so determine.

99.3 If we determine that a Force Majeure Event exists or is about to occur then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take such action as we deem necessary or appropriate in the circumstances, having regard to you and your interests, and neither we, nor any of our directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing our obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

100. NO WAIVER

100.1 No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

100.2 The failure of a Party at any time to require performance of any provision of this Agreement shall not in any way affect the validity of this Agreement or any part thereof, nor the right of that Party to require performance of that provision or any other provision of this Agreement in the future.

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100.3 All waivers by us must be in writing.

101. CUMULATIVEREMEDIES

101.1 All remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

102. EXCLUSION OF THIRD PARTY RIGHTS

102.1 Except as expressly otherwise provided herein, this Agreement is being entered into solely for the benefit of the Parties hereto and their successors and permitted assigns and intended and/or designated Affiliates.

102.2 It may not be relied upon by any other person as the basis for any claim or dispute against one or both Parties, or as evidence of the rights or obligations of one or both Parties hereto with respect to such other person.

102.3 To the extent that any term or provision of this Agreement grants rights to or contemplates, permits, or requires performance of and/or by any Affiliate of a Party, such Affiliate shall be considered to be an intended third party beneficiary of this Agreement and such Party shall cause such Affiliate to perform each and every of such obligations of such Party under this Agreement in accordance with the terms and conditions hereof.

103. INDEPENDENT PARTIES/NO PARTNERSHIP OR JOINT VENTURE

103.1 Neither this Agreement nor the performance of any services by either Party hereunder will be construed to create a joint venture or partnership between the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, you are an independent third-party and is not a partner, joint venture partner, or representative agent of us.

103.2 You will not bind nor attempt to bind us any agreement or contract.

103.3 As an independent third-party, you are solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

104. COUNTERPARTS

104.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of the counterparts together constitute the same document. All counterparts shall collectively constitute a single agreement and it shall not be necessary in any proof of this Agreement to produce or account for more than one counterpart.

105. SURVIVAL

105.1 The provisions of this Agreement pertaining to either Party's (a) Representations, Warranties and Covenants, (b) fiduciary duties, (c) confidentiality obligations, (d) acknowledgements, (e) liabilities and responsibilities, as well as (f) Chapters J, K, L and M of this Agreement shall survive the expiration of the term and/or the termination of this Agreement for any reason.