

# Securities Dealing Agreement

Version 04.2023

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## RECITALS

- A. This Securities Dealing Agreement (the "**Agreement**"), including terms and conditions relating to your use of the Securities Dealing Services (the "Services"), is offered by FXGlobe Ltd ("**FXGlobe**") which is authorised and regulated by the Cyprus Securities and Exchange Commission ("CySEC") as a Cyprus Investment firm (with Cyprus Investment Firm Reference Number 205/13). FXGlobe Ltd is a company registered under the Laws of the Republic of Cyprus, with Registration number HE 254133 and with the Head Office at 2 Louki Akrita, Ground Floor, 3030, Limassol, Cyprus.
- B. Any reference in this Agreement to "we", "us", "our", "ours" and "ourselves" shall mean FXGlobe Ltd ("FXGlobe" or the "Company"). Similarly, any reference to "you", "your", "yours" and "yourself" shall mean you as a registered user of the Trading Platform and a customer of our Services under this Agreement (the "Client").
- C. You agree to provide your acceptance to the terms and conditions of this Agreement, and execute this Agreement, by way of electronic signature, by ticking the relevant box on the Application Form. Should you refuse to accept them, you will not be able to open an Account with us.
- D. By opening an Account for trading in Securities with us, you agree to be legally bound by this Agreement.
- E. The Securities Dealing Agreement shall come into effect on the date on which the Company accepts you as our Client ("Commencement Date").
- F. Investing in Securities involves risks, most notably the risk of losing all your invested capital. You should read the Agreement and the [Risk Disclosure Policy](#) before making a decision to invest, acquire or to continue to hold any of our products. Never invest money that you cannot afford to lose. Any references to past performance, historical returns, future projections, and statistical forecasts are no guarantee of future returns or future performance.

## INTRODUCTION

- G. The Securities Dealing Agreement governs FXGlobe's provision of an online trading platform for trading in Securities (the "Trading Platform").
- H. This Agreement together with the Order Execution Policy, Privacy Policy, Conflicts of Interest Policy, Risk Disclosure Policy, Client Categorization Policy and the Investor Compensation Fund Policy among the rest of the [legal documentation](#) as uploaded on the Website and as amended from time to time form the Agreement as a whole.
- I. The Services offered by the Company are regulated by the CySEC and the applicable CySEC requirements and regulations that relate to trading of Securities.
- J. The License granted by the CySEC allows the Company to provide Financial Investment Services, covered by this Agreement. To view the Company's profile on the official website of CySEC please click [here](#) .
- K. The Company operates in accordance with the Markets of Financial Instruments Directive ("MiFID II") of the European Union, which was implemented in the European Union, followed by "MiFID II" transposition in Cyprus,



through the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/ 2017).

- L. We reserve the right to vary the Securities Dealing Agreement from time to time; this will normally be in response to a change in legislative or regulatory requirements (such as new disclosure requirements) or a change in internal policy. The updated version of this Agreement will be published on the Company's official website [www.fxglobe.eu](http://www.fxglobe.eu) and you will be notified of such variation through an email to the email address provided by you on the Application Form. Any variation to this Agreement will take effect 5 (five) business days after its publication on the website, and you are free to accept the variation and continue using the Trading Platform or reject the variation and discontinue your use of the Trading Platform. In the event that you reject the variation, we will terminate the Agreement in accordance with clause 50. Your continued use of the Trading Platform will constitute your acceptance of the variation. It remains your sole responsibility to ensure that you are aware of the correct, current terms and conditions of this Agreement and the Company advises you to check for updates on a regular basis. If you do not agree to be bound by the terms and conditions of this Agreements, please cease using the Company's services and inform the Company in writing immediately.

## KEY FACTS SUMMARY

### 1. Scope of Services

FXGlobe shall establish and provide Trading Account(s) for the Client for dealing in Securities and the provision of ancillary services.

You will be able to Buy and Sell publicly listed shares on your Trading Account, as well as other Securities that we may offer from time to time.

The Company provides the Services directly to its Clients and/or by means of Third-Parties authorized by it.

### 2. Risks

The value of the Securities may increase or decrease according to the related events of the Security. You should make sure you fully understand the risks involved in trading Securities and take appropriate advice if necessary. A further detailed explanation of the risks associated with trading on our platform is set out in the [Risk Disclosure Policy](#) on the Website.

### 3. Conflicts of Interest

We provide the Trading Platform for dealing in Securities and do not carry out any competing activities which could give rise to a conflict of interest with clients or between clients. Please refer to clause 69 below for further details.

### 4. Model of Execution

In relation to each of your Transactions under this Securities Dealing Services, the Company will act as the intermediary counterparty and shall bear the responsibility to properly transmit the order to the Prime Broker for execution. All orders received and transmitted are in accordance with the [Order Execution Policy](#) established and followed by the Company, which is also available on the Website.



## 5. Investment Responsibility

We shall provide our Securities Dealing Services on an "execution-only" basis.

You understand and acknowledge that you are the sole responsible for your investment decisions. The Company does not and will not provide any investment advice nor recommendation regarding any of your orders placed in the Trading Platform. Your portfolio and trading strategy is your sole responsibility.

This means that we will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular Transactions, any tax consequences or the composition of any Account, or any other rights or obligations attaching to such investments or Transactions. Therefore, you must rely on your own judgment in deciding whether to enter into or close a transaction.

## 6. Client Capacity

You must act only for yourself ('as principal') and no person other than yourself. We will deal with you on the basis that you act as principal. This means that we will treat you as our Client for all purposes and you will be directly and personally responsible for all and each Transactions entered into on your Trading Account.

If you act in connection with or on behalf of someone else, whether or not you identify that person to us, we will not accept that person as an indirect customer of ours and we will accept no obligation to them.

If another person is operating your Trading Account on your behalf the Company reserves the right to terminate the Agreement, void any Transactions undertaken and cancel any pending Orders.

## 7. Placing an Order

You can place an Order for the Securities Dealing Services by using the Trading Platform. When we execute Orders that are received from your Trading Account, we act as counterparty to the Transaction. This means that you must buy or sell every Transaction through the Trading Platform i.e. you cannot sell a Security bought on the Trading Platform with a third-party.

## 8. Execution of Orders

When undertaking Client business we act as Matched Principal, by completing Clients' Transactions on STP (Straight Through Processing). This means that all Orders received and are transmitted for execution to a third-party Execution Venue (i.e. Prime Broker / Execution Broker), in accordance with our [Order Execution Policy](#).

## 9. Custody

Your Securities will be held in an omnibus account in Clients' name with a third-party (i.e. Execution Broker / Prime Broker / Custodian). The Securities that you have bought on our platform will be held on your behalf until we receive further instructions from you to sell that Security.



## 10. Safeguarding of Client Money

Money deposited by you will be received and safeguarded on your behalf in designated and segregated “Clients Accounts”. We will deal with any funds that we hold on your Account in accordance with the relevant provisions of “Safeguarding the Clients’ Money” that are provided in the applicable CySEC’s legislation.

## 11. Fees

Fees and other charges will be payable by you in accordance with the relevant Cost and Charges in trading Shares with us through our Trading Platform. These charges will reduce your trading net profits (if any) or increase your losses.

When you enter into a Transaction, you will pay a Trading Commission, disclosed to you via the Trading Platform.

FXGlobe will charge a currency conversion fee for every trade executed and transaction charged in a currency that differs from your account currency.

You may be charged taxes or other fees on corporate actions and/or on Transactions undertaken on certain financial markets. Further information on our Cost and Charges are available on our Website and the Trading Platform.

## 12. Complaints

Being a regulated investment firm, we abide with the outmost respect to the requirements of Clients Complaints Handling Procedures. Clients Complaints Handling procedures are set out in the [Complaints Handling policy](#) on the Website. For further details please refer to clause 58 of this agreement.

## 13. Investor Compensation Fund (“ICF”)

We are a member of the Investor Compensation Fund (“ICF”), a governmental deposit protection scheme with the purpose to secure the claims of Retail Clients of authorized Cyprus Investment Firms (CIFs) if they are in default through the payment of compensation, if the necessary preconditions are fulfilled. For more information on the operation of this scheme, please refer to the [Investor Compensation Fund Policy](#) available on the Website.

## 14. Market Abuse

We abide by the Market Abuse Law (L. 102(I)/2016). As such your trading activity will be monitored for any potential practices which fall under the definition of market abuse. Accordingly, you must not carry out any trading activity on the basis of inside information or carry out any trades in order to create a distorted market or misleading impression in relation to the price of financial instruments.

## 15. Abusive trading

Use of any high frequency trading and scalping with the Trading Platform is expressly prohibited. If you carry out any activity which is reasonably considered as obtaining an unfair trading advantage and/or exploiting the Trading



Platform in an abusive manner, we reserve the right to void or cancel part or all of your abusive Transactions, close all and any of your Trading Accounts and terminate our Agreement with you.

## 16. Liability

We will not be liable to you for any delay in performance, or for the non-performance of any of our obligations under this Agreement by reason of any cause beyond our reasonable control, a "Force Majeure Event".

## 17. Termination

Each party may terminate this Agreement by giving written Notice in accordance with clause 50 of this Agreement. Upon termination of this Agreement, we will not accept any new Orders and we will cancel any pending Orders. All outstanding amounts payable shall be settled in accordingly.

# PART ONE: REGISTRATION AND ACCOUNT

## 18. Client Registration

18.1. As required by the relevant Anti Money Laundering and Counter Terrorist Financing ("AML & CTF") requirements, we perform an Account Opening Procedure, in order to identify and verify our Customers. Through this procedure we obtain all personal data (as defined in this Agreement) of you to enable us to verify you. In addition, an appropriateness assessment is being performed to your personal data, against the products and services offered, to the extend required by the applicable regulations.

18.2. During the Account Opening Procedure, prospective Clients need to submit their Registration Data required by the Company. It is understood that the Company is unable to accept a person as its Client until the Account Opening Procedure is properly and fully completed by such person and all Internal Company Checks have been fully satisfied. The Client shall inform us if they are a Politically Exposed Person or if they have any close links (such as relatives or business associates) to a person who holds or held a prominent public position in the last twelve months, while providing the Registration Data.

18.3. The Client agrees and undertakes to provide true, accurate, current and complete Registration Data and promptly notify us of any changes to the Registration Data to maintain it true, accurate, current and complete. We are entitled to rely on the information provided unless we are aware that such information is manifestly out of date, inaccurate or incomplete. We reserve the right to periodically request additional and up-to-date documentation and/or data from Client, in order to ensure that our records are up to date. This does not negate the Client's responsibility to advise us, in a timely manner, of all changes to their personal situation.

18.4. By signing this Agreement, the Client authorizes the Company to conduct any necessary external checks to complete its Internal Company Checks and certify the completeness and accuracy of the information provided by the Client during the Account Opening Procedure and for monitoring purposes, as deemed appropriate by the Company. These checks may include identity verification, accessing electoral registers and credit reference agencies, fraud prevention checks, searches for sanctions, politically exposed persons, adverse media databases, and examination of their current and past investments. The Client's Registration Data or any other information may be used in the prevention of money laundering as well as for the management of the Client Account.





18.5. You acknowledge that until the Account Opening Procedure is finalised, you cannot open a Trading Account and/or deposit funds.

## 19. Appropriateness Assessment

19.1. The Company shall obtain information about the Client's knowledge and experience to assess whether the financial instrument or Service is appropriate for the Client.

19.2. The Company shall assume that information about client's knowledge and experience provided from the Client to the Company is accurate and complete and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed the Company of such changes.

19.3. Through the assessment of appropriateness, where the results of it are indicative that our services are considered not appropriate for you, we will notify you accordingly while we may not be able to offer you with our services, as this is required by the relevant laws and regulations. However, you may choose to acknowledge the risks related to receiving not appropriate services for you by acknowledging this through the relevant pop-up notification on the registration procedure, the responsibility for such acknowledgement is held by you and no liability shall be held on the Company.

## 20. Client Acceptance

20.1. After you have completed our Account Opening Procedure and all Internal Company Checks have been fully satisfied, you will receive confirmation from us of Client Acceptance, and we shall be able to offer you our Securities Dealing Services. Prior to that moment, you shall be considered by us as a Prospect Client.

20.2. If you cannot satisfactorily provide your Registration Data, you may not be able to open an Account with us or may have to close your existing Account. Even if you do provide your Registration Data, the Company still reserves the right to reject you. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries under a risk-based approach to this process.

20.3. The Agreement will take effect and commence upon the receipt by the Client of the confirmation sent by the Company informing the Client that he has been accepted as the Company's Customer.

20.4. As part of our on-going legislative obligations to have up-to-date and valid Registration Data and identification documents for all Clients we reserve the right to request additional documents and/or data from you at least annually.

## 21. Client Categorization

21.1. According to CySEC Rules, the Company has to categorise its clients as Retail Clients, Professional Clients, or Eligible Counterparty. For the purposes of the Agreement, you are by default categorised as a Retail Client. Retail Clients are afforded the highest possible level of protection rights by the Law, as detailed in the [Client Categorisation Policy](#). The Company will inform Clients of their categorization according to applicable regulations.



21.2. The Client accepts that when categorizing the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in their Account Opening Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.

21.3. It is understood that the Company has the Right to review the Client's categorization and change their categorization if this is deemed necessary, subject to Applicable Regulations.

21.4. You retain the rights to request re-categorisation to other categories and more information about the categories of Professional Clients, including Elective Professional Clients (i.e., Retail clients who opt up to a professional status upon request) and/or Eligible Counterparties. You may request re-categorisation to an Elective Professional Client by contacting us via the "Professional Trading" page on our Website. However, you will remain categorised as a Retail Client so that you continue to be entitled to the highest possible level of protection under the Law until we review your request along with supporting documentation. In case we are not able to accommodate your request for re-categorization, you will remain as a Retail Client. For more information about Client categorization and protection rights, please refer to the [Client Categorisation Policy](#) available on the Website.

## 22. Client Suitability

It is understood that when providing the Client with Securities Dealing Services on an "execution-only" basis, the Company is not required and does not assess whether the financial instrument or Service is suitable for the Client. As a result, the Client carries the responsibility for their own investment decisions.

## 23. Restrictions on Use

23.1. The Services are not intended and are not available for any person:

- a. who is under the age of 18 years old or under the legal age according to the laws of their country of residence ("Minor");
- b. who is not of legal competence or of sound mind;
- c. who resides in any country where such distribution or use would be contrary to local law or regulation. The Services and Trading Platform provided by us is not available to persons residing in any country where securities trading activity would be contrary to local law or regulation. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;
- d. who is a not resident of a country within EU/EEA. Furthermore, use of the Trading Platform is prohibited from anywhere in the US and Canada and any other country which the Company is not authorised to provide its investment and ancillary services. To view the authorised jurisdictions, please refer to the Company's profile in CySEC, [here](#); and/or
- e. who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.



23.2. Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to or the use of the Trading Platform to anyone. If the Company exercises this right, all open positions will be closed at Company's current quoted price. Any positions that the Client may have in markets not quoted (i.e. those that have closed for the day) will be closed at the first price reasonably available to the Company on the next business day or, in the case of a market suspended for any reason, closed under the terms of this Agreement.

23.3. In the event we become aware of any illegal activity or impropriety in the Registration Data we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.

## 24. Account Credentials

24.1. Once you are accepted as the Company's Customer you may create your Trading Account.

24.2. When creating a Trading Account you will be provided with your Account Credentials to access the Trading Platform, which are confidential and shall be used solely by you. It is advisable that you create your own password after the initial login.

24.3. You are solely responsible for ensuring that your Account Credentials remain confidential and cannot be used by any person other than you. Shall you become aware that your Account Credentials have in any way become compromised you must notify us immediately.

24.4. The Account Credentials are extremely sensitive pieces of information. Any Transaction made on Client's Account using the Account Credentials will be deemed as an instruction authorized by the Client, a valid Transaction and binding on the Client.

24.5. If the Client discloses their Account Credentials to a third-party, or if the Company have reason to suspect that such circumstances apply or have applied, it will constitute a breach of the Agreement, the Company may terminate this Agreement.

24.6. The Client agrees holds harmless the Company from losses in the event that their Account on the Trading Platform is hacked or associated unauthorised use of their Account Credentials occurs due to their negligence.

24.7. If we believe that there is likely to be a breach of security, we may require you to change your Account Credentials or suspend your access to the Trading Platform. We reserve the right to edit, amend or issue you with new Account Credentials or require a change of your Account Credentials at any time by giving notice to you.

## PART TWO: TRADING PLATFORM

### 25. Access and Use

25.1. Subject to the terms and conditions of this Securities Dealing Agreement, we hereby grant you a personal non-transferable authorization to install and use the Trading Platform, solely for your personal use and benefit in accordance with the terms of the agreement.



25.2. The Platform services are provided by a third-party provider, “as is”, without any warranties, express or implied, including, without limitation, timeliness, completeness, quality, functionality, accuracy, or freedom from interruption, errors or defects. The Client acknowledges and agrees that the entire risk pertaining to the quality and performance of the services provided through the Trading System rests solely with the Client.

25.3. If any Third-Party Software is included within the Trading Platform, then such software shall be provided subject to the terms of this Securities Dealing Agreement. You shall fully comply with the terms of any Third-Party Software Licences that we provide you with from time to time. Please note we do not provide support for Third-Party Software or information provided thereon.

25.4. If you choose to use the Trading Platform in combination with an independent software of your choice, you are solely responsible for its usage in the manner chosen and executed by yourself. You assume any and all risks associated with such usage and any consequences arising from it. Furthermore, the Company shall not be liable for such combined usage, and you hereby release and agree to hold harmless the Company and all associated personnel from any liability for such consequences.

## 26. Your Obligations

26.1. You are responsible for maintaining appropriate computer hardware, operating system, backups, virus protection, and any other relevant software to ensure the Trading Platform’s proper functioning and security against damage and/or unauthorised access.

26.2. You may only use the Trading Platform for so long as you are authorised to do so under the terms of the Securities Dealing Agreement.

26.3. You are expressly prohibited from using the Trading Platform for any commercial purposes, transferring, distributing, or sharing the Trading Platform, or otherwise enabling unauthorized parties to use it. Additionally, attempting to gain unauthorized access to our computer system, or other users' computer systems, or parts of the Trading Platform without proper access rights is strictly prohibited.

26.4. You acknowledge and agree that you are not permitted to take any action (nor attempt to) to interfere with or disrupt the proper operation of our Trading Platform, hardware, systems, or networks. This included, but not limited to, knowingly or negligently transmitting files containing malicious content capable of interfering in any way with the operation of the Trading Platform.

26.5. You agree not to use the Trading Platform for unlawful purposes and/or to engage in fraudulent, inappropriate, or illegal activities, including but not limited to deceptive impersonation, whether intentionally, recklessly or through negligence either foreseeable or not.

26.6. The use of and access to the Trading Platform may not be permitted or may be blocked in some countries and jurisdictions. It is your responsibility to verify that you are permitted to use and access the Trading Platform according to the jurisdiction of your domicile or any country in which you may be located. Should you try to access the Trading Platform from a different country it is possible that access will not be permitted, and you will be unable



to access the Trading Platform and, therefore, buy or sell any Securities.

## 27. Intellectual Property Rights

27.1. You acknowledge that all proprietary rights in the Trading Platform are owned by us or by applicable third-party licensors or service providers selected by us. These rights are protected under copyright, trademark, and other intellectual property laws, as well as any other applicable laws.

27.2. You shall not copy, remove, or destroy any banners, logos, or marks placed upon or contained within the Trading Platform, nor download files that contain software or other intellectual property unless you own or control the rights to them or have obtained all necessary consents.

## 28. Key Risks of Using the Trading Platform

28.1. When you trade on the Trading Platform, there is a risk that you will lose money due to:

- a. Failure of your computer/mobile/digital device (including its battery);
- b. Weak internet or mobile connection, resulting in connection issues or delays;
- c. Hacking or malicious software compromising your information and/or assets;
- d. Your device being incompatible with the Trading Platform or system specifications, including due to incorrect settings or system specifications; and/or
- e. Failure or malfunction of our or your hardware or software.

28.2. Some of the features available on Trading Platform may not be available if you are accessing the platform on a mobile device.

## PART THREE: SECURITIES DEALING SERVICES

### 29. Quotes

29.1. The Trading Platform will display an indicative price to Buy or Sell a particular Security. This is called a "quote". A quote is not an offer by us to Buy or Sell any products.

29.2. All quotes displayed on our Trading Platform are only indicative. The quotes may not necessarily be sourced from the same exchange on which an Order will be executed. We obtain the quotes of the Securities from third-party provider(s), who sources their feeds from exchanges and other venues. This means that our quotes might be different from the prices provided by other brokers or trading platforms, or the current prices on any exchanges, markets or other venues.

29.3. If the prices on a market, exchange or trading platform are distorted, for example during a short-term price spike, or during pre-market, post-market, or intra-day auction periods, we may reflect similar prices in our quotes.



29.4. Quotes are updated on a real time basis which means that the price may change between the time that you place your Order, and the time that your Order is executed. Once your Order has been executed, we will inform you of the price at which your Order was executed.

29.5. You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than for your own trading and you agree not to communicate our prices to any other person under any circumstances.

### 30. Placing an Order to Deal

30.1. You can place an Order by using the Trading Platform to purchase or to sell or generally trade in Securities, which may include a Market Order, Limit Order, Stop Order or such other order as may be available on the Trading Platform.

30.2. We do not accept Orders for fractional shares; you are required to Buy or Sell a whole number of shares, rather than transact according to monetary amounts.

30.3. You are not permitted to Short Sell. This means that you cannot give us an instruction to sell a Security that you do not own at the time of the sale and that is not held on your Account.

30.4. We will treat each Order you place for the Securities Dealing Services as an offer to purchase services subject to this Agreement. We then we may accept your Order for execution.

30.5. We will be under no obligation to provide quotes for, or accept, execute or cancel, all or any part of an Order that you have requested through the Trading Platform.

30.6. We reserve the right to reject or cancel any Order. If we have accepted your Order, we are not required to execute every Order. We provide below a non-exhaustive list of examples of situations where we may not accept or execute an Order, or cancel an Order:

- a. the quote was invalid or contained an error when your Order was given;
- b. we are unable to execute your Order due to restrictions with Execution Brokers or other third-parties, trading venues;
- c. when you made the Order, the number of units in respect of which the Order was made was either smaller than the minimum permitted amount or greater than the maximum permitted, as specified on our Website, from time to time;
- d. when you close part but not all of an open Order and the part of the Order that you close and/or the part that would remain open if we accepted your Order are smaller than the minimum permitted amount, from time to time;
- e. if we reasonably believe the security of your Account is at risk, or if we're concerned about unauthorised or fraudulent use of your Account. This might happen if we think someone is using your Account without your permission;
- f. if you do not have enough money in your Account to cover the maximum amount of loss associated





with your Order, plus any fees and other charges;

- g. if we reasonably believe that there is a Manifest Error with your Order. For example, if you have placed an Order that is unusually large and you have never done this before;
- h. if the Order you have requested is unusual or for exaggerated volumes;
- i. there is a change in applicable law, which means that the Order is no longer in compliance with applicable law;
- j. there is a corporate action;
- k. due to unusual market conditions;
- l. an Event of Default occurred in respect of you;
- m. a Force Majeure Event occurred. We explain what a Force Majeure Event is in clause 42;

30.7. If we take any of the actions in clause 30.6, we will make all reasonable efforts to facilitate sales and notify you in writing unless prevented from doing so by law. If we charged you a fee as part of the Order, we will refund that money back into your Account. If there were no fees or charges, then you will not receive a refund.

30.8. We will not be responsible for any losses you incur as a result of any actions or inactions taken by us in accordance with the terms within clause 30.6.

30.9. FXGlobe may temporarily or permanently, at any time and at its sole reasonable discretion, place restrictions and other limits on the minimum and/or maximum size of any Order or Position in any investment. Such limits will be imposed as a result of considerations including but not limited to market conditions and/or an assessment of the Company's risk and/or compliance departments. In such an event, we will exercise our best efforts to inform you as timely as possible by email or through our Trading Platform. Nevertheless, it is your responsibility to monitor your Account and be informed about the current size limits imposed on Orders that you may want to execute.

30.10. Orders received from your Account shall be treated as authorised by you, and Company will rely on any information or instructions transmitted using your Account Credentials without further investigation. Please be careful when placing Orders. If you place Orders by accident or in error (e.g. if you place multiple identical Orders) we will assume that you did this on purpose and your Orders will be executed without checking this with you. You are responsible for all transactions effected on your Account via the Trading Platform. The Company bears no responsibility for transmissions for inaccurate or unreceived transmissions and may execute any Transaction on the terms actually received by us.

30.11. You may request to cancel or amend an Order at any time prior to our executing such an Order. We shall be entitled, but not obliged, to accept such a request.

30.12. If the market on which your Security is traded is suspended, you will not be able to place any sell Orders on those Securities, and any sell Orders which you have already placed on those Securities, will not be able to be executed until the market recommences trading. We cannot guarantee that your Order will be executed



immediately when the market recommences trading, and we may be required to wait until there is enough demand to buy your Security.

30.13. If you believe you have an Order or trade that is not showing on the Trading Platform or have any other issue or problem with any Order or trade, you should contact us immediately.

30.14. Each Order that you make is binding on you even and you must pay any sums due on any Transaction immediately once the Transaction has been entered into. You can place an Order as long as the value of the Order does not exceed 95% of the available funds in your account. Regardless of this, you can still end up with a negative balance on your account in cases of sudden market volatility, where the price would drastically change between the time of giving the order and its execution. Should such a change occur, and your obligation to settle exceeds your available funds, you will remain liable to settle the deal in full.

30.15. Based on the amount of money you have in your Trading Account; we retain the right to limit the amount and total number of pending Orders that you may wish to open or currently maintain on the Trading Platform.

### 31. Execution of Orders

31.1. Orders may be executed after acceptance by us. This is called a “trade”. In some situations, we may provide a partial fill of an Order as an alternative to outright rejection. If an Order can only be executed partially due to various reasons or applicable limits, we are authorized but not obliged to execute that part of the Transaction.

31.2. We shall not execute an Order if there are not sufficient funds at the point of execution even if accepted, and it is your sole responsibility to make sure that you have sufficient funds in your Account for the execution of your Order until it is confirmed or cancelled.

31.3. You acknowledge and agree that each Transaction conducted on the Trading Platform comprises, first, an Order by you to us and our subsequent acceptance and execution of your Order. A Transaction will be deemed to have been completed only when your Order has been executed by us. The execution of an Order will be evidenced by our confirmation of its terms to you and its completion.

31.4. When you submit an Order on the Trading Platform, you agree that you are dealing with us as Matched Principal, off-exchange and are not dealing 'on Exchange'. When receiving your Orders and after accepting them, we transmit them for execution to a third-party Execution Broker/Prime Broker on STP for execution on an Execution Venue. (Straight Through Processing).

31.5. You acknowledge that the Company does not guarantee the fixed price but rather will provide the best available market price. This includes where you have placed a Limit Order and/or Stop Order. The execution price may differ, due to price movement and/or difference between the market price of an Execution Venue and the one quoted on the Trading Platform. When this happens, your Order will be executed at the next available price and in accordance with our [Order Execution Policy](#).





31.6. Your Orders will be executed as soon as reasonably practicable, but sometimes there may be a delay between the time that your Order is received and the time that it is able to be executed. Where a delay occurs, there may be a difference between the market price of the Securities that you were quoted and the market price on the exchange, which may or may not be to your benefit. The exchange is not required to accept your Order and is not required to execute your Order at the price that you were quoted.

31.7. We are not liable for any losses, costs or expenses that you suffer as a result of any delay or change in market conditions either before an Order is executed or before a Transaction settles.

31.8. Orders will be executed when received during Trading Hours. Different Securities have different Trading Hours. Where you place an Order outside of Trading Hours, the availability of the different functionalities which we may provide as part of our services, including instructions which you may give in respect of a trade, may be delayed or may not be available.

31.9. We do not execute Order outside Trading Hours (for example, during the weekend or at off-market hours). Similarly, if you place an Order during a time in which the market is suspended (for example, due to market conditions), or the market was open but your Order is triggered shortly following a suspension, then the applicable Order you have placed will be executed as soon as is reasonable under the circumstances when market liquidity conditions are reasonable.

31.10. If you invest in a Security, the Company shall use available funds in your Account to cover applicable transaction tax, governmental or administrative levy, fee, or other liabilities. Transaction tax is the collective term referring to all taxes and levies charged in transactions in financial instruments in all applicable jurisdictions. Certain jurisdictions may obligate you to pay a certain amount (usually a fixed percentage) of transaction tax or stamp duty. The existence and amount of tax depend on the specific type of financial instrument and the applicable national legislation. The Company will, on a best-effort basis, withhold those transaction taxes from you, and the relevant funds will be due to the respective authorities and not to you.

31.11. In certain circumstances, we reserve the right to implement corrective measures pertaining to a trade, which may include modifying the Transaction or declaring the Transaction null and void. Notification of any errors shall be provided through the dissemination of information on our Trading Platform, inclusive of the corrective actions proposed to be undertaken.

## 32. Settlement

32.1. Your Security investments will be settled in accordance with the standard settlement practices and/or market rules of the relevant exchanges. Transactions in US and European Shares currently settle on a T+2 basis. Most worldwide shares settle on either a T+2 or a T+3 basis. The settlement date cannot be changed once you enter into a Transaction. Your Statement will show the trade date, not the settlement date.

32.2. The Security will be available for sale on your Account prior to settlement of the Transaction and your Account will reflect this. Should the Transaction fail to settle, we may reverse the Transaction, return any fees, charges and taxes for that Transaction and amend your Account to reflect the same.



32.3. In the event of our insolvency, you may not have title to the Securities that you have bought on the Trading Platform, where settlement has not yet occurred. This is the case even if the Securities which you have bought are shown as available in your Account. In these circumstances, you will be entitled to the amount that you paid for the Securities, which will form part of your Client Money. Please refer to clause 43 for more information on Client Money.

### 33. Custody

33.1. You instruct us to arrange for any Securities which you have bought on our Trading Platform to be held on your behalf until we receive further instruction from you to sell that Security. This is called "custody" and means that FXGlobe will be your "custodian". FXGlobe will hold the Securities on your behalf in accordance with the applicable law and will arrange for the custody services to be provided by a third-party (this is called a "sub-custodian"). We are not liable for any acts, omissions, insolvency or dissolution of the sub-custodian, unless any losses which you incur have been caused by our fraud, wilful default or gross negligence by the Company. We will exercise reasonable skill and care in the selection, appointment, and periodic review of such third-parties.

33.2. You hereby authorize us to hold your investments in safe custody and appoint a sub-custodian to do so, to transfer Securities from your Account to meet sales effected for your Account, to accept offers, or undertake other matters in relation to your investments covered by this Agreement.

33.3. Securities purchased by us on your behalf will be registered in the same account as those of other clients with a third-party Custodian under the name of the Company, on behalf of our clients (omnibus account). Detailed records of all your Securities held by us will be kept at all times to show that your Securities are held on your behalf, for your benefit and do not belong to the custodian or any sub-custodian.

33.4. You authorise us and any sub-custodian to hold or transfer your Securities to a Securities depository, clearing or settlement. Securities that cannot be settled through a central Securities depository system may be held overseas by a third-party (including custodian, sub-custodian, registrar, bank, intermediate broker, or settlement agent) in the name of FXGlobe or a third-party nominee.

33.5. In the event of the insolvency or any other analogous proceedings in relation to that third-party, we may only have an unsecured claim against the third-party on behalf of the Client, and the Client will be exposed to the risk that the money received by us from the third-party is insufficient to satisfy the claims of the Client with claims in respect of the relevant Account. We do not accept any liability or responsibility for any resulting losses.

33.6. This also means that if we or our third-party nominee becomes insolvent, your Securities may not be immediately identifiable by way of separate certificates, or equivalent electronic entries on the register. Instead, any claim will be against the omnibus account, and therefore additional time may be needed to identify the assets held for specific clients. As there may be delays in identifying individual assets, there may be an increased risk of losing money. In addition, if there is an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.

33.7. You agree that because of the nature of applicable laws or market practices in certain overseas



jurisdictions, we may decide that it is in your best interest for your Securities held with us to be registered or recorded in our name or in the name of the sub-custodian, the nominee or any applicable delegate. You should note that when we arrange for a third-party to hold your Securities overseas there may be different legal and regulatory requirements than those applied in Cyprus.

33.8. Where you maintained specific Securities in your Account which cannot or you are not able to settle (i.e. Security became illiquid) and you did not and/or have not instructed us on the treatment of these Securities, while we have taken all reasonable steps to contact you on how to treat these securities, unsuccessfully, you agree that we may take such steps, in accordance with applicable regulatory requirements, and adjust for these securities.

### **34. Stop Out**

34.1. If the equity level in your account drops below 95%, we will automatically sell some or all of your positions to prevent your Account from going into a negative balance (“Stop Out”). This is done to protect you from losing more money than you have in your Account. The Company may change the Stop Out percentage at its own discretion.

34.2. The Stop Out policy cannot guarantee the prevention of negative balances. Unforeseeable circumstances beyond the Company's control may lead to negative balances, for example if market prices change significantly between order placement and execution (market volatility). If this happens, you're still responsible for settling the negative balance in your Account.

34.3. If your trades are at risk of being closed due to the Stop Out, you can avoid this by adding more funds to your account. We advise you to regularly check your equity, margin levels, and our Stop Out policy to avoid unexpected closures.

34.4. We do not issue margin calls, which are notifications to add more funds to your Account to prevent positions from being automatically closed. We won't be responsible for not contacting you about this.

34.5. When your account triggers the Stop Out, we will close trades either immediately at the current market price if markets are open, or at the first available rate when markets reopen if they are closed.

### **35. Corporate Actions**

35.1. Corporate actions are the declarations by the issuer of the Security of the terms of any of the following but not limited to share consolidations, a share buy-back, free distribution of shares to existing shareholders, dividend distributions, share splits, spin-offs, mergers & acquisitions, name changes and rebranding, delistings, spillovers and liquidation/bankruptcy.

35.2. Results of such corporate action will be duly reflected to your Account as soon as practicable after we have received confirmation from our custodian(s) that the corporate action has been completed and of its results.

35.3. We will exercise our best efforts to inform you of such corporate actions, we are not obliged and we cannot



guarantee the timely delivery or correctness of any information provided by us with regards to such corporate actions. We are not obliged to, but we may arrange for your participation in such corporate actions. We do not accept any liability for any actual or potential loss you may suffer if we are unable to facilitate your participation in any corporate action.

35.4. In the case of corporate actions, you understand and accept that the terms and delivery date of the corporate action can be subject to immediate change without notice due to changes made by the issuer or any other entity involved in the corporate action. You accept that any corporate action can be amended, withdrawn, or cancelled at any time. You acknowledge and accept that these changes are beyond the control of FXGlobe, who will not be liable for any financial losses, perceived or actual, that you may suffer as a result of these delays.

35.5. If a corporate action impacts a Security in your Account, we will use reasonable endeavours to adjust the Securities in your Account in a way that is fair and which aligns with market practice, depending on the circumstances of each event and according to our sole discretion. We are not obliged to notify you of, nor act upon, any corporate action relating to a particular investment, including but not limited to dividends and company insolvency. Adjustments may include changing the price or quantity of Securities in your Account, to reflect the economic equivalent of such rights.

35.6. In the event of a merger, spin-off, or any corporate action that offers a stock distribution, we will exercise our best efforts to provide you with the new stock. However, this may not be possible in certain situations, for instance, when the new stock is unavailable on our Trading Platform or due to technical constraints. You consent that in such situations, the relevant corporate action will be paid in cash equivalent to your Account.

35.7. Where applicable, we reserve the right to sell any existing shareholdings at the market price as soon as reasonably possible following a corporate action in order to make any required adjustments.

35.8. If you are holding Securities, such as shares, which grant you the right to receive a dividend or interest payment from a company, provided that you have held such shares prior to and on the relevant 'ex-dividend' date, we will pay this money into your Account on receipt by us. We may deduct from this payment any applicable tax. As we will hold your Securities in omnibus accounts, you may receive dividends or distributions net of applicable taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the Securities were held in your own name or not pooled. Dividends distributions of US shares carry a 30% withholding tax. We will deduct this tax when making adjustments to your shareholdings.

35.9. We will arrange the exercise of any voting rights through proxy voting. This means we will act as your representative, whereby you delegate and relinquish your vote to us. Where applicable, we will cast votes on your behalf without consulting you.

35.10. If, after your Account has been closed and deactivated, you become entitled to a stock dividend or other corporate action, you expressly instruct us to convert that entitlement to cash (for example, by selling a stock dividend) at the first available opportunity and to return the full proceeds to any of the methods that you used for deposits. In the event that none of the methods is active, we will exercise our best efforts to notify you and obtain



information on an alternative method to return the relevant proceeds.

### 36. Fees And Costs

36.1. Fees, commissions, interest and other charges will be payable by you in relation to your use and access to the Trading Platform. These charges will reduce your trading net profits (if any) or increase your losses.

36.2. Fees payable may include a Trading Commission for each Order we arrange to be executed for you and a currency conversion fee for all Transactions on Securities denominated in a currency different to the currency of the Trading Account.

36.3. You acknowledge that all amounts due to us shall be deducted from your Account.

36.4. Charges due to us shall be immediately payable upon our demand. Such charges shall be paid by you as stated on Confirmations. These charges may be set off against any payment due from us to you. You agree that any other obligation and liability towards us is subject to unilateral set-off from your side, dating back to the beginning of our contractual relationship.

36.5. For more information about fees and charges, please refer to the Fees and Charges section of our Website. We may update our fees and other charges from time to time with reasonable notice to you. It is your responsibility to keep up to date with any changes.

36.6. You agree that the Company will not be liable for any additional fees charged by any bank, credit card provider, or other third-party financial services provider, which you use for the transfer of funds to and from us.

### 37. Risk Warnings

37.1. There are inherent risks associated with the use of the Securities Dealing Services, including investment risk due to the fluctuation of investment values over time. For a comprehensive understanding of applicable risks, please refer to our [Risk Disclosure Policy](#) available on our Website.

37.2. The value of your investments may go up or down. Securities markets can be volatile, leading to rapid and unpredictable changes in Securities prices. Securities dealing is not suitable for everyone and you should not trade or invest money that you cannot afford to lose.

37.3. Before trading with us, it is important that you fully understand the risks involved considering your financial resources, level of experience, and risk appetite. If required, you should seek advice from an independent financial advisor. It is your responsibility to ensure that the Services or Transactions are suitable and appropriate for you based on your individual circumstances.

### 38. Electronic Confirmations and Records

38.1. The Company provides online access to your Account via the Trading Platform, providing sufficient



information in order to manage your Account. Information about your Account activity, which includes trade records, cash balances, fees and charges and other trade-related information, is available in your Account (we call this the "Account Information"). You can generate daily, monthly and yearly reports, as well as a reports of each executed trade. You hereby consent to your Account Information being available to you online. Posting of Account Information online will be deemed delivery of confirmation and Account statements, which complies with CySEC Rules in regards to Client Reporting requirements. Therefore, the Company may not be providing the Client with separate statements.

38.2. If you think there is a problem with your Account Information, please contact us as soon as possible and not later than 48 hours following the time on which the Account Information is posted. Otherwise, the Account Information will be conclusive evidence of your transactions, concluded trades and cash balances.

38.3. We are obliged to report details of your transactions to the regulator. You acknowledge and agree that we are entitled to disclose such information and that such information held by us shall be our sole and exclusive property.

38.4. We are required to keep your records, including the Account Information, for at least five years after your Account is closed. This period may be extended by applicable law or regulation, or by agreement between us in writing. These records will be our sole property.

### 39. Market Abuse

39.1. You shall not engage in any activity outside the normal course of business or seek to manipulate the financial market or the Company's trading platform, including but not limited to actions such as:

- a. Insider trading or abusive use of confidential information, which are criminal offenses punishable by prosecution, fines, and imprisonment.
- b. Scalping.
- c. Collaborating with a third-party in an abusive or manipulative manner on the Trading Platform.
- d. Engaging in platform abuse, price manipulation, time manipulation, or similar practices.
- e. Exploiting price errors.
- f. Working around any technical limitations in the Trading Platform.

39.2. The confirmations made in clause 39.1 are affirmed by you upon signing this Agreement and are deemed repeated daily while this Agreement is in force. In the event of any breach, we reserve the right to cancel or void any Order or trade made in violation of clause 39.1 (regardless of whether the position is open or closed), close your Account, and terminate the Agreement. In such instances, we shall not be liable for any damages incurred by you.

### 40. Our Right to Account Restrictions

40.1. We have the right to reject Orders in any of the following cases:





- a. the Company rejects the Order due to trading limits imposed on the client Trading Account;
- b. a Force Majeure Event has occurred or the quote includes a Manifest Error;
- c. we become aware of any illegal activity or impropriety in the Registration Data;
- d. the Company considers that there are abnormal trading conditions;
- e. a Security has been transferred to the OTC market.

40.2. If we receive, for any reason, a dispute, claim, and/or a chargeback from your bank or credit card issuer, or with respect to any other payment method for any reason, you acknowledge that we have the right, to:

- a. immediately place restrictions on your Trading Account with or without any notice, including: (i) the restriction on making deposits using any payment method to your Trading Account, (ii) the restriction on requesting withdrawals from your Trading Account, and (iii) the restriction on making new Orders on the Trading Platform; the duration of the restrictions will be set at our discretion;
- b. terminate the Agreement in accordance with clause 50 of this Securities Dealing Agreement.

40.3. Trading Account restrictions may be imposed for other reasons such as, but not limited to, the following events:

- a. default of the client;
- b. you fail to provide information to us requested as part of our continuous monitoring;
- c. you fail to comply with any of our legal or statutory obligations;
- d. we become aware of any illegal activity or impropriety in the Registration Data.

40.4. You shall comply with any reasonable restrictions that we notify to you from time to time with respect to your activities on the Trading Platform.

40.5. We will not be held liable for any loss, cost or charge incurred resulting directly or indirectly from the exercise of our right to place restrictions on your Trading Account or take any other action as provided in clauses 40.1 and 40.3 of this Securities Dealing Agreement.

## 41. General Rules

41.1. You hereby authorize us to act on any instruction given by you on the Trading Platform. When we act in relation instructions received from you through the Trading Platform you agree that:

41.2. you shall hold us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon any such instructions or information received from you.

41.3. You shall bear the risk of all instructions, whether authorised, unauthorised, improper, or fraudulent, even



if it transpires such instructions were provided without your authority. You shall indemnify us against any liabilities that we may incur or that may arise as the result of legal or other actions brought against us, arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.

41.4. Any instructions to us must be made by you through the Trading Platform only. Written instructions, including instructions sent by fax, email or text message will not be accepted.

41.5. Each time you enter into a Transaction with the Company you agree to repeat the following:

- a. you agree to be bound by the Agreement;
- b. you have read and fully understood the Agreement, which incorporates the Securities Dealing Agreement, Risk Disclosure Policy, the Order Execution Policy, the Privacy Policy, the Conflicts of Interest Policy, the Cookies Policy, Agreement Terms and Conditions, Client Categorization Policy and the Investor Compensation Fund Policy;
- c. you as an individual are 18 years of age or older;
- d. you are not a PEP and do not have any relationship with a PEP. If the said statement is untrue and in the event that you have not disclosed this already in the Registration Data, you must notify the Company as soon as possible if at any stage during the course of this Agreement you become a PEP;
- e. you are making each and every trade on your own behalf as principal;
- f. you will not enter into any Order which falls within the definition of Market Abuse.
- g. you are neither a director or officer of nor associated in any way with the company issuing the Security;
- h. you do not possess any inside information relevant to the Transaction and the Transaction has not been entered into in order to create any false or misleading impressions in relation to the market or underlying Securities involved;
- i. you are duly authorised to place any trade; and
- j. the execution, delivery and performance of the Securities Dealing Agreement and your use of the Trading Platform including each Order you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident;

41.6. The Company reserves the right to void or cancel, in part or all, Trading Transactions which violate the conditions above, close all and any of your Trading Accounts and terminate the Agreement under clause 50.

41.7. Any financial data, prices or other information available to you on the Website or the Trading Platform or offered by us in any other form or by any other means whatsoever ("Content"), is provided as general market commentary on a best endeavours basis and does not constitute investment advice. Furthermore, such Content is subject to change at any time without notice. Whilst we do take reasonable measures to ensure the accuracy of such information, we will not accept liability for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

41.8. Use of any high frequency trading and scalping (abusive trading techniques) with the Trading Platform is





expressly prohibited. Any transactions completed through abusive shall be null and void. Upon a breach of this clause, we may immediately close all or any of your Accounts held with us of whatever nature, terminate the Agreement in accordance with clause 50 and refuse to enter into further Orders with you.

41.9. In certain circumstances and in accordance with the Agreement, we reserve the right or may be obligated to close any of the open positions, irrespective of their current result. We will not be liable for any resulting losses incurred by the Client.

41.10. If you have more than one Trading Account with us, each Trading Account can be treated entirely separately unless you receive prior written approval from us. Therefore, any credit on one Account will not discharge your liabilities in respect of any other Account.

41.11. We are under no obligation to transfer any Security held on your behalf by FXGlobe to another nominee and will not act on any instruction from you to do so. You may not be able to transfer Securities from your Account to another investment provider. Similarly, you cannot transfer your Securities from a different investment provider to us. Securities bought through the Trading Platform cannot be sold with a third-party.

41.12. We will not provide you with any tax or legal advice. If you are in any way unsure about the terms of this Securities Dealing Agreement, you should seek your own advice.

## 42. Force Majeure Events

42.1. While we strive to fulfil our obligations promptly, we shall not be liable for any partial or full default resulting from events beyond our reasonable control, including but not limited to electronic or communication failures, interruption of power supply, system or computer failures, market defaults, suspensions, closures, changes in law or regulatory requirements. Additionally, Force Majeure events encompass acts of God, acts of nature, disruptive and unforeseeable acts of man (e.g. strike, riot or civil unrest, act of terrorism, war), epidemics, pandemics, acts and regulations of any governmental or supra national bodies or authorities, or economic changes beyond reasonable control.

42.2. Force Majeure events also include the suspension or failure of any financial instrument or Exchange, market closure, nationalization, supplier (Financial Institution intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organisation) failure, or regulatory organization actions, among others, whereby we will endeavor to mitigate the effects to continue operations and services, potentially altering trading terms and conditions as outlined in this agreement.

42.3. You agree to release us of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Agreement was concluded.

42.4. If we determine that a Force Majeure Event exists, we may without notice and at any time, acting reasonably, take one or more of the following steps:



- a. cancel any or all of your pending Orders;
- b. sell any Securities held by us on your behalf at the prevailing market price, at our discretion, or treat any such transactions as void; or
- c. suspend or modify the application of all or part of the Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto.

## PART FOUR: PAYMENT DUE ON THE TRADING PLATFORM

### 43. Client Money

You hereby agree that all funds deposited by you ("Client Money") shall be held by us in accordance with the applicable requirements for Safeguarding of Clients Assets and Funds.

43.1. You hereby agree that your funds held by us on your behalf, will be safeguarded in designated Client Denominated accounts along with funds belonging to other clients of us (omnibus accounts) and will be independently recognized.

43.2. When considering which third-party bank to use to hold Client Money, we will exercise all due skill, care and diligence and will periodically (at least annually) review the adequacy and appropriateness of any bank where your money is deposited and of the arrangements for holding your money, in accordance with the Client Money Rules.

43.3. You acknowledge and agree that where you owe obligations to us that are due and payable under this Agreement, we may cease to treat as Client Money so much of the money held on your behalf as equals the amount of those obligations in accordance with the Client Money Rules, and may apply that money in or towards satisfaction of all or part of those obligations due and payable. You hereby authorise us to automatically liquidate your Trading Account for the amounts for which you are liable pursuant to clause 31 upon the execution of an Order, or for any other amounts due by you under this Securities Dealing Agreement, without further notice. Any failure to enforce our rights hereunder shall not be deemed a waiver by us to enforce our rights hereunder.

43.4. You agree that we may, acting reasonably, without notice to you, apply and/or transfer any or all funds or currencies of yours between any of your Accounts for the purposes of settling your future, actual or contingent obligations.

43.5. Your money will cease to be Client Money when it is paid to you or paid to us when due and payable to us.

43.6. You hereby acknowledge that we shall not pay you any interest, nor account to you any profits earned under this Agreement, on any of your funds safeguarded in the various methods operated by the Company, *unless* otherwise specified in writing by Us and communicated to You. Hence, no interest is due or will be paid in respect of funds. You fully waive all rights to any such interest and/or profit generated through the Safeguarding arrangements.



#### 44. Client Money Rules

44.1. Any funds we hold on your Account shall be dealt with in accordance with the relevant provisions of "Safeguarding the Clients' Money" provided in the applicable CySEC's legislation. All amounts handed over by you to us shall be held in our designated and segregated bank account alongside the money of our other clients (omnibus accounts), allowing us to identify your money through our back office and accounting system. Designated Client Money is held in our name on your behalf in a client bank account (denoted as "clients' accounts"), segregated from the assets of the Company.

44.2. According to CySEC Rules and the Law, for the purposes of safeguarding Client Money, the Company shall not use Client Money in the course of its own business.

44.3. We will take all necessary steps to ensure that clients' funds are safeguarded, including maintaining accurate records, introducing adequate organizational arrangements, and appointing a single officer responsible for safeguarding client funds.

44.4. We will carry out reconciliations of records and Client Money with the records and accounts of the money we hold in designated Client Money accounts regularly, and any required transfer to or from the Client Money accounts will take place by the close of business on the day that the reconciliation is performed, to protect our Clients as well as ours interests.

44.5. We shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate recordkeeping or negligence.

44.6. When considering which third-party bank to use to hold Client Money, we will exercise all due skill, care and diligence and will periodically (at least annually) review the adequacy and appropriateness of any bank where your money is deposited and of the arrangements for holding your money.

44.7. You hereby agree that your funds will be safeguarded in accordance with the requirements of the CySEC Directive DI87-01. Hence you acknowledge that your funds will be safeguarded in either of the following:

- a. Approved Banks which the Company collaborates with and provided for the relevant denomination of "Clients Accounts".
- b. third-party to whom the Company will pass Client Money may hold it in an omnibus account also, third-parties which are involved in your transactions (e.g. intermediary broker, other counterparty for the settlement of your transaction), to hold your funds as part of the transaction. In such cases again your funds will be kept in omnibus accounts, however, may not be feasible at all times so individually separate your clients' funds from funds of other clients.
- c. Third Parties outside of the EEA – We may hold Cash on Your behalf in a bank outside of the EEA. The legal and regulatory regime applying to any such bank will be different from that of the Republic of Cyprus (for instance, in certain jurisdictions, the client designated bank account concept is not recognised). In the event of the insolvency, introduction of capital control restrictions, bailing in or any



other analogous proceedings in relation to that bank, Your Cash may be treated differently from the treatment which would apply if the Cash was held with a bank in the Republic of Cyprus or the EEA.

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

44.9. It is understood that the Company may keep merchant accounts in its name with payment service providers used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client Money but only to effect settlements of payment transactions.

#### **45. Deposit Requirements**

45.1. Deposits into your Trading Account can be made by bank transfer or any other method of payment accepted by the Company, to a bank account, or other location, as we may notify you from time to time. We have the right to restrict the available methods at any point in time.

45.2. Any deposits that are not made in your Account base currency, shall be converted into the Account currency. The Client acknowledges and agrees that the Client shall undertake all risks deriving from any such conversion and in particular, without prejudice to the generality of the above, the risk of loss which may be incurred as a result of fluctuations in exchange rates.

45.3. You should transfer money to your Account from accounts in your own name. Deposits from third-parties are not permitted and will not be processed. By agreeing to make a deposit, you confirm you are depositing your own funds for your own trading with FXGlobe.

45.4. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Trading Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds and resend them back to the sender.

45.5. In the event that funds were transferred to your Trading Account from a source other than an account registered in your name or of which you are not a beneficiary, we reserve the right to return the funds to their origin as well as to void all trading Transactions executed with these funds. It is agreed and understood that the Company will not accept third-party, corporate or anonymous payments in the Trading Account.

45.6. If the funds sent by the Client are not deposited into the Client's Trading Account within the applicable timeframe, the Client shall notify the Company who will investigate the matter. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested



documents and certificates.

45.7. In certain circumstances you may encounter a limit and restrictions on your Deposit for AML, Compliance, suspected fraud or other reasons. Such Deposit limits and restrictions may vary between Trading Accounts and may be based upon a number of factors, including but not limited to, country of residence, remittance source, payment methods used, frequency and amounts of monetary transactions etc. Therefore, with regards to your Trading Account's deposit limits and restrictions, you acknowledge that you should explicitly request the relevant information in writing via the Contact Us page on our Website. In case you encounter a limit on deposits, you should consider reducing the total number of your pending Orders (clause 30.15).

## 46. Withdrawals

46.1. Submitting a withdrawal request can be done by logging into your Account on the Website, subject to our minimum remittance amount.

46.2. We require that Withdrawals to you go to an account in your name at all times and may request evidence from you that such an account is in your name and ownership before effecting such payment. No payments to third parties from your Account shall be allowed.

46.3. Upon the Company receiving an instruction from the Client to withdraw funds from the Trading Account, the Company shall pay the said amount, if the following requirements are met:

- a. the withdrawal instruction includes all required information;
- b. the instruction is to make a payment to the originating account from which the money was originally deposited in the Trading Account;
- c. the account where the transfer is to be made belongs to the Client; we may request evidence from you that such an account is in your name and ownership before effecting such payment; and
- d. there is no Force Majeure event which prohibits the Company from effecting the withdrawal.

46.4. We reserve the right to decline or cancel a withdrawal request with a specific payment method and suggest another payment method for which you will need to proceed with a new withdrawal request and supply further supporting documentation, upon request, for our internal checks and proper processing of the withdrawal request.

46.5. Subject to the conditions of clause 46.7 below and the CySEC requirements, your withdrawal request will be processed on the same day it has been received, unless the withdrawal request is received outside working hours, then it will be processed on the following working day accordingly. Please note, however, that withdrawals may be subject to additional processing time depending on the procedures of the third-party remitters, the banking institutions and the jurisdictions in question. Following receipt of a withdrawal instruction, the request is processed and the requested withdrawal amount will be deducted from your Trading Account balance.

46.6. You shall have the right to withdraw money from your Account up to the amount of the Free Funds. The withdrawal of any portion of the Free Funds will be executed via the same method, in the same currency and to



the same source as the one we originally received the funds from. There are certain situations where an exception might be made for a withdrawal to be executed to a payment method different from the one used for a deposit, but those are subject to approval by us.

46.7. You might not be able to withdraw the proceeds of the sale of shares from your account unless and until the sale has settled on the settlement date (usually at T+2). Proceeds of sale of shares held in your Account can be used before the settlement date for the purposes of buying more shares.

46.8. You consent that whenever you confirm a withdrawal, FXGlobe will use a specific payment intermediary or bank to process your withdrawal as per your instruction. The payment intermediary or bank may hold the withdrawal amount while the payment transaction is being processed, which means that the withdrawal amount will no longer be considered Client Money.

46.9. We may request additional information and/or documentation to verify the legitimacy of any Withdrawal request. We may delay or refuse to process a Withdrawal where we have reasonable grounds relating but not limited to: a. the authenticity of the instruction provided; b. the suspected unauthorized or fraudulent use of your Account; c. the validity of the nominated bank account supplied; or d. legal or regulatory requirements. You hereby agree that under such circumstances, there may be a delay in the processing of your Withdrawal.

46.10. You hereby undertake to inform us every time a card used by you to make deposits to your Account has been blocked, deactivated or otherwise suspended. Save for cases where a card has expired, we shall not be liable if we should satisfy your withdrawal request by way of paying money back to a card that has been blocked, deactivated or otherwise suspended without your prior notification thereof.

## 47. Chargeback Policy

47.1. We reserve the right to seek reimbursement from you if we receive a chargeback from any credit card issuer or with respect to any other payment method. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means.

47.2. The Company reserves the right to charge a research fee of 150 Euros (one hundred fifty euros) if a chargeback is placed with the Client's Credit Card Company (either intentionally or unintentionally) for any deposit made to your account. This fee will be used to cover all investigative expenses to prove that the deposit was made by you upon receiving the chargeback from the Company's merchant provider.

47.3. Any losses resulting on the Company's behalf can be pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

47.4. The Company reserves the right to deduct the disputed amount until any investigation from the Company's side is completed. You expressly agree that we shall have the right to set off the respective amounts from your Account in relation to any funds that are successfully reversed during the chargeback process.





47.5. Any chargebacks made to against the Company will be regarded as fraudulent activity if no attempt is made by the Client to help resolve any issues related to the deposit. All unnecessary chargebacks result in costs for the Company and therefore:

- a. When suspicious activity relating to any deposit is detected by the Company, the respective deposit will be placed as “Pending” and fraud detection checks will be performed during this time.
- b. Access to your account will also be temporarily prohibited in order to reduce your exposure to risk.
- c. It is at the Company’s sole discretion to close any (and all) of your accounts with the Company in such cases. Any active orders will be cancelled immediately if associated with the same fraudulent card and/or account and any profits or revenues may be seized.

## 48. Payments

48.1. When we execute your Transaction, the consideration for the Transaction and all applicable fees and charges for that Transaction will be deducted from your Account at the time of execution of the Transaction. Once the deduction has occurred, the amount will no longer be considered Client Money.

48.2. You shall be liable for any and all taxes, fees and assessments with respect to any Order you make on the Trading Platform. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your activity from the use of the Trading Platform.

48.3. Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to you such amounts as are required by the tax authorities to be deducted in accordance with applicable law. You hereby authorise us to withdraw amounts from your Trading Account with which to pay such taxes and you shall have no claim against us with regard to such deductions.

48.4. In situations where the Company reasonably deems platform abuse has occurred, we reserve the right to seek reimbursement from you if Orders conducted on your Account result in a recurring need for the Company to cover losses. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you or obtaining reimbursement from you by any other lawful means.

## 49. Dormant Accounts

49.1. If, for a period of ninety (90) consecutive calendar days, there is no activity on a Trading Account (including deposit, withdrawal, access into the Trading Account, placing Order(s)), then the account shall be designated as ‘dormant’.

49.2. When an account becomes "dormant", it will be automatically charged an inactivity fee of \$30 per each month of inactivity. Inactivity fees will be deducted from the available cash balances in the Dormant Account, following the qualifying charging period as noted above.

49.3. For avoidance of any doubt, the inactivity fee charge will be applied to those accounts that are inactive and



they bear a balance. It is clarified that the inactive accounts with less than \$30 will be charged the remaining account balance and therefore the account will be zeroed. Note that the accounts with zero balance won't be charged any inactivity fees.

49.4. Such inactivity fee may be applied to the Dormant Account, when it qualifies for the charging period explained above, without any notice to the Client.

49.5. If a Dormant Account becomes active during a calendar month, we will waive the inactivity fee for that particular month. The qualifying charging period will then reset.

49.6. Any remaining funds held in dormant Trading Accounts continue to be considered as Client Money, as per clause 43, and therefore their treatment continues to be subject to the same controls and procedures for the protection of Client Money applied by the Company.

49.7. Following the designation of your Trading Account as dormant, the Company may deactivate and/or close and/or archive the account(s) if the account(s) remain(s) dormant for 365 ("three hundred and sixty-five") consequential calendar days. Where practicable the Company will use reasonable efforts to give an advance notice to the Client of any deactivation. If a notice of pending deactivation and/or inactivation occurred without any notice and the Client wish to remain active and/or be reactivated, it is the Client's responsibility to contact us and notify us accordingly.

## PART FIVE: GENERAL PROVISIONS

This sets out the general terms that govern our relationship with you, including your use of the Trading Platform.

### 50. Termination

50.1. This Agreement shall come into force and effect on Commencement Date and shall continue to be in force until terminated by either Party according to the provisions hereunder.

50.2. Unless otherwise required by applicable law, either Party is entitled to terminate this Agreement immediately at any time, by giving the other Party at least five business days written notice to that effect, in accordance with clause 51. Termination will be effective as of the date set out in that notice ("Termination Date").

50.3. Upon Notice, we will not accept any new Orders and we will cancel any pending Orders. Any Securities that you hold should be sold by you as soon as is reasonably practicable and before the Termination Date.

50.4. If for any reason, on the Termination Date you hold open positions, after which we reserve the right to arrange for your existing Securities to be sold on your behalf, at the prevailing market price or, in the case where any market is closed, at the next available market price on the opening of said market, before permanently closing your Trading Account.

50.5. Upon termination of this Agreement, all amounts payable by you to us will become immediately due and





payable. Termination will not affect any outstanding Transaction or any legal rights or obligations which may already have arisen.

50.6. In the event that any proceeds of any sort are booked to the Account after the termination of the Agreement, we will exercise our best efforts to return those to you via the methods used for deposits prior to termination. If none of those methods is active, we will make our best efforts to notify you and obtain information on an alternative method to return the relevant proceeds. You may request a withdrawal before the termination of the Agreement.

50.7. The amount to be remitted to you pursuant to clause 50.6 shall be the net balance of your Trading Account less (a) any and all costs, fees, commissions, charges due to us from you pursuant to the Agreement; and (b) any and all taxes and other sums that we are required to withhold from such remittance in accordance with applicable law.

50.8. In the event that you withdraw all funds from your Account and cease to trade without closing the Account, your Account will remain inactive until you deposit funds into it. Your account may be designated as 'dormant' as per clause 49 of this Agreement, in such event the Company reserves the right to close and terminate dormant accounts, upon giving written Notice in accordance with clause 51 of this Agreement.

50.9. We may immediately terminate the Agreement, close and suspend your Trading Account on written Notice if:

- a. you breach any of your obligations under the Agreement or any other agreement between the parties;
- b. you have made any material misrepresentation to the Company;
- c. you fail to provide information required by the Company in a timely manner in relation to any verification process applied by the Company;
- d. we suspect that you may be engaged in credit card fraud, fraudulent chargeback, money laundering, funding terrorism and/or any relevant criminal conduct;
- e. there are events as described in clause 42 "Force Majeure";
- f. in the event of an Event of Default/

Immediately in the event of us receiving official proof of the death of the Client, we shall close any open positions of the Client irrespective of their current result and hold any Client's assets in custody until we are presented with official evidence of the legal successors of the deceased Client and concrete instructions by an authorized person on how to proceed thereafter.

50.10. You and us may terminate the Agreement with immediate effect by mutual consent.

50.11. No penalty will be payable by either Party on termination of the Agreement.

50.12. Any financial detriment to the Company caused by you being in material breach of the Agreement is recoverable by the Company from you.



50.13. Upon termination of the Agreement you shall immediately cease to use or have access to the Trading Platform (in any format).

50.14. Termination of the Agreement for any reason will:

- a. be without prejudice to any obligation or right of any party which has accrued prior to such termination (or will thereafter accrue in respect of the period before such termination); and
- b. not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination.

50.15. Without prejudice to the generality of clause 50.14, the provisions of clause 50 will survive termination of the Agreement for any reason for a period of 2 years or, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

## 51. Communications

51.1. If you need to contact us for any reason in relation to this Agreement, please do so:

- c. by post to 2 Louki Akrita, Ground Floor 3030, Limassol, Cyprus; or
- d. by email: [support@fxglobe.eu](mailto:support@fxglobe.eu) or by submitting a request on the [Contact Us](#) page on our Website; or
- e. by the Chat button on the Website; or
- f. by submitting a [ticket](#) by logging in your Account on our Website.

51.2. You acknowledge and agree that FXGlobe may communicate with you by post, telephone, email, SMS, platform notification messages, including for operational reasons, as it deems appropriate and at its sole discretion. To communicate with the Client, the Company shall use the Client's registered contact details (email address, phone number and postal address) as provided by the Client during Account Opening Procedure or in case of any changes.

51.3. Any party to the Securities Dealing Agreement may change its contact details for the purposes of the Securities Dealing Agreement by giving notice thereof in accordance with this clause, or as otherwise permitted by the Securities Dealing Agreement.

51.4. Only emails received from the "fxglobe.eu" domains are legitimate email communications from FXGlobe. Any other emails claiming to be from FXGlobe are deemed to be fraudulent. You acknowledge that, under no circumstances, will FXGlobe representatives request that you provide them with sensitive information such as passwords and payment methods information.

51.5. You agree that we may record all communications between you and us and use such recordings, or transcripts of such recordings, as well as any emails, recorded chat messages, or other communications you send



to us through our Platform or otherwise, for training purposes, for the purposes of investigating any complaint you may make, or for any other legal or regulatory purposes, including as evidence in any dispute or anticipated dispute between you and us. You accept such recordings as conclusive evidence of the instructions/requests or conversations as recorded. Upon your request, we will provide a copy of such records to you within a reasonable period.

51.6. You acknowledge that telephone calls are not a guaranteed service, and that no assumptions should be made in relation to the frequency and/or purpose of such calls. Should you decide not to receive telephone calls, you can contact Customer Support with this request.

51.7. If a communication from FXGlobe is personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this clause, such communication shall be deemed delivered the next business day after transmission; if provided by telephone, such communication shall be deemed received once the telephone conversation has been finished; and if sent by certified mail pursuant to this clause, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

## 52. Investor Compensation Fund (“ICF”)

By trading on the Trading Platform, you are exposed to risk of our default, as detailed in our [Risk Disclosure Policy](#). In the event that we are unable to satisfy any claims you may have against us, we are members of the Investor Compensation Fund (“ICF”) for the Clients of Cyprus Investment Firms (“CIFs”), which in respect of any proven or eligible claims, provides protection of 100% of the first EUR 20,000 of any claim in respect of your investments. Further information about compensation arrangements is available in our [Investor Compensation Fund Policy](#).

## 53. Limitation of Liability

53.1. Nothing in this Agreement shall exclude or restrict any duty or liability owed by us to you under the Law or the CySEC Rules and, notwithstanding any other provision of this Agreement, we shall be entitled to take any action that we consider necessary to ensure compliance with any relevant legislation and regulations. In the event of a conflict between any provision of this Agreement and any relevant legislation and regulations, the relevant legislation and regulations shall prevail.

53.2. Subject to clause 53.3, our aggregate liability to you in respect of all claims arising out of or in connection with the Securities Dealing Agreement (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to the aggregate amount of the deposits less withdrawals on your Trading Account.

53.3. The Company shall not be liable:

- a. for any loss, expense, cost or liability (together "loss") suffered or incurred by you unless and to the extent that such loss is suffered or incurred as a result of our negligence or wilful default;



- b. for any indirect loss or damage (whether for loss of future profit, loss of business or otherwise), costs, expenses or other claims for compensation whatsoever (howsoever caused) which arise out of or in relation to the Securities Dealing Agreement;
- c. for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on any Financial Data, prices or other information available to you on the Website or the Trading Platform or offered by us.

53.4. Nothing in this clause 53 will exclude, limit or restrict either party's liability for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).

53.5. You acknowledge that the Trading Platform has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Trading Platform meet your individual requirements.

53.6. You acknowledge that the Trading Platform may not be free of bugs or errors, and you agree that the existence of any minor errors shall not constitute a breach of any of the Agreement.

53.7. The Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform. In particular, there are no conditions, representations or other terms, express or implied, that are binding on us except as specifically stated in the Securities Dealing Agreement.

53.8. You shall hold the Company harmless in respect of all liabilities which we suffer or incur as a direct or indirect result of a breach by you or your obligations under the Agreement or us exercising our rights in relation to the provisions within the Agreement, unless and to the extent such liabilities are suffered or incurred as a result of our negligence or wilful default. You agree to promptly pay us all damages, costs and expenses, including legal fees, we have incurred in the enforcement of any of the provisions of the Agreement and any other agreements we have with you. Unless the Company has been negligent, we shall not be held liable and are released by you from all claims and losses arising out of:

- a. any delay, failure or error by you in implementing any reasonable instruction we have provided to you;
- b. any inaccurate or incomplete instructions received from you;
- c. any reliance or use by you or any other third-party with access to your Trading Account of any Financial Data which has been provided on a best endeavours basis, whether to complete an Order on the Trading Platform or for any other purpose whatsoever;
- d. provided that we promptly notify you in writing of any such claim and allow you to participate, at your own expense, in the defence of any such claim. You shall not enter into any settlement or compromise of any such claim without our prior written consent.

## 54. Disclaimer

54.1. We, specifically, do not warrant that:



- a. the Trading Platform will meet your individual requirements;
- b. your equipment, Software, and communication connections will be compatible with the hardware and Software we employ to provide the Trading Platform;
- c. the use of the Trading Platform will be uninterrupted, secure or error-free;
- d. we will be able to prevent third-party disruptions of and to the operation of the Trading Platform;
- e. errors will be corrected in the Trading Platform; or
- f. we will detect every bug in the Trading Platform.

54.2. Alert messages, if any, are sent through public telecommunications facilities and you acknowledge that we do not warrant your communication device(s) will be compatible with the Alert messages sent to you or that you have operated the Alert message facility correctly. We cannot guarantee your device is able to receive such messages. Should you select 2 (two) or more means of receiving Alert messages, we reserve the right to send the message via one or more, at our sole discretion.

54.3. We hereby further disclaim any, and shall have no, liability resulting from or related to any:

- a. disruption of your connections to the internet or communication failures or delays,
- b. loss to or corruption of any of your data or records, whether stored on the Trading Platform or not, or lack of back-up thereof,
- c. security breaches resulting in part or in whole from third-party Software or networking goods or services or from actions or events outside of our reasonable control,
- d. provision of security-related services that we may voluntarily provide outside the scope of the Securities Dealing Agreement; and
- e. use of the Trading Platform that is not in strict compliance with the Securities Dealing Agreement, or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our Website. With respect to any Financial Data or other information that we or any third-party service provider provide to you in connection with your use of the Trading Platform:
- f. except as a result of the Company's negligence, we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
- g. except as a result of the Company's negligence, we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;
- h. you will use such data or information solely in accordance and for the purposes set forth in the Securities Dealing Agreement;
- i. such data or information is proprietary to us and to third-party providers as applicable, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and
- j. you will use such data or information solely in compliance with any applicable laws and regulations.



## 55. Records

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our discretion. You will not object to the admission of our records, which may be required as evidence in any legal or regulatory proceedings. Under CySEC Rules, we will keep records containing Client personal data, trading information, Trading Account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement and were requested by CySEC for up to seven years.

## 56. Relationships Between the Parties

56.1. You will open each Order with us as principal and not as agent for any person. This means that we will treat you as our client for all purposes and you will be directly and personally responsible for performing your obligations under each Order made by you. If you act in connection with or on behalf of someone else, we will not accept that person as a customer of ours and we will accept no obligation to them.

56.2. Dealings with you will be carried out by us on an execution-only basis in accordance with our [Order Execution Policy](#) unless otherwise agreed by us in writing. We do not and will not provide advice on the merits or suitability of any particular Order. You agree that, unless otherwise provided in the Agreement, we are under no obligation:

- a. to monitor or advise you on the status of any Order; or
- b. to close any Order that you have opened, notwithstanding that previously we may have taken such action in relation to that Order or any other.

56.3. You hereby acknowledge and declare that in respect of all dealings conducted by you on the Trading Platform, you rely on your own judgment in opening, closing, or refraining from opening or closing an Order and that we will not, in the absence of fraud or negligence, be liable for any losses (including, without limitation, indirect losses or loss of opportunity or profits arising from any failure by you to make any anticipated profits), costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information including the Financial Data, given to you on a best endeavours basis, including, information relating to any of your Orders with us. The Financial Data provided to you is for your convenience only and does not constitute financial or investment advice. Subject to our right to void or close any Order in the specific circumstances set out in the Agreement, any Order opened by you following such inaccuracy or mistake will nonetheless remain valid and binding in all respects on both you and us.

56.4. Before you begin to trade with us, you acknowledge that you are aware of all fees, commissions, interest and other charges for which you will be liable under the Agreement. These charges will affect your trading net profits (if any) or increase your losses, as the case may be.

56.5. You acknowledge and consent to that all information by the Company as applicable, will be sent to you





electronically by means of, inter alia, the Website, email and the Trading Platform, or other channels as the Company from time to time may deem appropriate, whether such information is personally addressed to you or generally addressed to all our users. You hereby acknowledge and confirm that all such methods of communication are acceptable and any such communication so provided will be considered to have been received by you. If you prefer to receive information on paper, please request so in writing via the Contact Us page on our Website; however we may not be able to accommodate your request.

## 57. Third Party Relationships

57.1. In cases where the client is introduced to the Company through a third-party such as an affiliate ("Affiliate"), the Client acknowledges that the Company is not bound by any separate agreements entered into between the client and the Affiliate. It is also made clear that the Affiliates are not authorised by us to bind the Company in any way, to offer credit in our name, to offer guarantees against losses, to offer investment services or legal or tax advice in our name or collect your money.

57.2. You agree that introductory fees may be paid to third parties. All third-party Affiliates are paid according to a "Cost per Acquisition" (CPA) arrangement by FXGlobe Ltd. Under the CPA arrangement the Affiliate receives a one-off fee for each referred client.

57.3. Further information of such third-party Affiliate and introductory fees shall be disclosed to you on an annual basis in accordance with CySEC Rules and/or upon a written request made by you to us. Please note that Affiliate and any other third-party payments or fees will only be made where we are satisfied that such payments do not impair our obligation to act in the best interests of our clients.

## 58. Complaints

58.1. Any query and/or concern and/or issue and/or problem you may have in respect of the services provided by us under the Agreement should be made in writing and addressed to the Customer Support Department via the Contact Us page on our Website. This is the quickest and most effective way of dealing with any concerns or issues you may have which will be usually resolved at the first stage of your contact with the Customer Support.

58.2. Should you wish to submit an official Complaint about your Account or your dealings with the Company, please complete a Complaints Form, in accordance with the Company's [Complaints Handling Policy](#).

58.3. It is understood that the complainant's right to take legal action remains unaffected by the existence or use of any Complaint handling procedures referred to above. In addition, if the complainant remains dissatisfied with the Final Response of the Company or in case of no Final Response within the three (3) months' time-frame, the complainant may be entitled to take his/her Complaint to the Financial Ombudsman of Cyprus, by quoting his/her Complaint's unique reference number.

58.4. We have in place internal procedures for ensuring that any Complaint we receive is dealt with promptly and fairly. For further information regarding our Complaints handling procedures please read our [Complaints Handling Policy](#).



## 59. Entire Agreement

The Agreement sets out the entire agreement and understanding between the parties in respect of the matters dealt with in them. It supersedes any previous agreement or understanding between you and us in respect of their subject matter.

## 60. Severability

If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement which will remain in full force and effect.

## 61. Non-Exclusivity

You acknowledge that we may provide the Trading Platform to other parties and agree that nothing herein will be deemed or construed to prevent us from providing such services.

## 62. Waiver

62.1. Any failure to exercise or any delay in exercising a right or remedy provided by the Agreement or at law or in equity (and/or the continued performance of the Agreement) will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Agreement will not constitute a waiver of any other breach and will not affect the other terms of the Agreement.

62.2. Rights and remedies provided by the Agreement are cumulative and (except as otherwise provided in the Agreement) are not exclusive of any rights or remedies provided at law or in equity.

## 63. Assignment

63.1. You may not assign or transfer any of your rights or delegate any of your obligations under the Agreement, whether by operation of law or otherwise, either on a permanent or temporary basis to a third-party without our prior written consent.

63.2. You acknowledge and agree that we may sell, transfer, assign or novate our rights or obligations under the Agreement or the performance of the entire Agreement, in our sole discretion, to a successor of all or substantially all of our business or assets (in the event of merger or acquisition of the Company with a third-party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third-party), without your prior written consent by providing a notice in writing within a reasonable time period. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties and their respective successors and is not intended to confer any other entity or person any rights or remedies hereunder.

63.3. We may at any time assign or transfer any of our rights and/or obligations under this Agreement or delegate all or any of the functions under this Agreement to a third-party, provided that we have given you at least 10





business days written notice to you to that effect. Where we do this, you authorise us to transfer any of your Client Money and/or investments held by us or on our behalf to the third-party, or someone nominated by that person. We will only transfer your money and/or assets to another person who will either hold them under the Client Money Rules and Client Asset Rules or to whom we have exercised all due skill, care and diligence in assessing whether that person will apply adequate measures to protect your money and/or assets. You agree that in the event of transfer, assignment or novation, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing prior notice to the Client.

#### 64. Confidentiality

The obligations on the Company relating to client confidentiality as set out in our [Privacy Policy](#) shall not apply to information which any party is required to disclose by law, or by any court of competent jurisdiction, any government agency or regulatory body lawfully requesting the same provided that (to the extent not prohibited by law or by order of court, government agency or regulatory body) you promptly notify and consult with us in advance in relation to the timing and content of such disclosure.

#### 65. Data Protection & Privacy Policy

65.1. The Company is registered with the Personal Data Protection Commissioner's Office for the purposes of personal data processing. Therefore, the Clients' personal data is kept and handled in accordance with the Data Protection Law 125(I)/2018, as amended from time to time. The law was adopted for the effective implementation of certain provisions of Regulation (EE) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC(GDPR), which applies as of 25 May 2018.

65.2. <https://fxglobe.eu/>In entering into this Securities Dealing Agreement, you consent that the Company will collect, store, process and use your personal data provided during your registration process for the account opening and/or throughout the business relationship, all in accordance with the aforementioned Law.

65.3. You consent to us the processing of all such information for the purposes of performing our obligations under this Securities Dealing Agreement and any Personal Data shall be processed in accordance with the European GDPR Law and for the purpose of administering the relationship between you and us.

65.4. You agree we may share your personal information with third parties (including regulatory bodies, law enforcement agencies, etc.) for these purposes and we may also use the information for analysis and improving our product and services in line with our [Privacy Policy](#) (available also to our Website).

65.5. Personal information is within the meaning of the Personal Data (Protection of the Individual) Law of 2001 and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, which amend the Privacy and Electronic Communications Regulations 2003.



65.6. Upon the request of an issuer of a Security you hold, we may provide to the issuer certain information relating to your shareholding. We will not share personal data with the issuer unless expressly requested and required under applicable regulation.

65.7. You reserve the right to withdraw your consent at any time by notifying the Company in writing. However, as the Company may not be able to provide the Client with services should the Client choose to do so, the Company reserves the right to refuse to enter in to or terminate the Agreement. The Client shall understand that the Company is required to keep all records of his/her data and dealings with the Client for as long as necessary under the Applicable Regulations.

65.8. The Company will not disclose and/or share any of the Clients' information to third parties without the Clients' prior consent, except in the event the Company is required to do so by a Regulatory Authority under the applicable jurisdictions, by Court, and/or enable the Company to provide the Client with its services as well as to improve these from time to time. The latter includes, but is not limited to, marketing companies, business partners, IT service providers and other financial institutions such as payment services providers and banks, any of which can be located outside of the European Economic Area (EEA) Where the Company discloses and/or shares any of the Client's information as per this clause, the Company will take all reasonable steps to do so in a secured manner.

65.9. The Company will take all reasonable steps to keep the Client's personal data safe. Nonetheless, the transmission of information via the internet and/or other networks is not always completely secure. The Company will not be liable for any transmission of data from the Client to the Company.

## 66. Third-Party Rights

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

## 67. Precedence

In the event of a conflict between any of the provisions of the Agreement, the terms of this Securities Dealing Agreement shall prevail.

## 68. Governing Law and Jurisdiction

The interpretation, construction, effect and enforceability of the Agreement shall be governed by the Laws of the Republic of Cyprus, and you and we agree to submit to the exclusive jurisdiction of the courts of the Republic of Cyprus for the determination of disputes. You agree all Orders carried out on the Trading Platform are governed by the Laws of the Republic of Cyprus regardless of the location of the Registered User.

## 69. Conflict Of Interest

69.1. We provide the Trading Platform for dealing in Securities and do not carry out any competing activities which could give rise to a conflict of interest with clients or between clients. At no time can the interests of a client



be harmed by the exchange of information, or any other factor as envisaged under Article 23 of the EU Markets in Financial Instruments Directive.

69.2. We are required by regulation to take all appropriate steps to identify conflicts of interest between the FXGlobe group companies, the directors and employees of such companies and our clients, or between one client and another, that arise in the course of providing our services. For further information on these arrangements, please refer to our [Conflicts of Interest Policy](#) which is part of the Agreement and is located on our Website.

## 70. Amendments

70.1. We may upgrade the Trading Account, convert the Trading Account type, upgrade or replace the Trading Platform or enhance our services offered to the Client if we reasonably consider this is to the Clients advantage and there is no increased cost to the Client.

70.2. We may also change any terms of the Agreement for any of the following reasons:

- a. Where we reasonably consider that the change would make the terms of the Agreement easier to understand;
- b. To cover:
  - i. the involvement of any service or facility we offer to the Client; or
  - ii. the introduction of a new service or facility; or
  - iii. the replacement of an existing service or facility with a new one; or
  - iv. the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for us to offer.
- c. To enable us to make reasonable changes to the services offered to the Client as a result of changes in:
  - i. the banking, investment or financial system; or
  - ii. technology; or
  - iii. the systems or Platform to run our business or offer any of our services.
- d. As a result of a request of CySEC or of any other authority or as a result of change or expected change in applicable regulations.
- e. Where we find that any term in the Agreement is inconsistent with applicable regulations. In such a case, we will not rely on that term but treat it as if it did reflect the relevant applicable regulations and shall update the Agreement to reflect the applicable regulations.

70.3. The Client acknowledges that a change which is made to reflect a change of applicable regulations may, if necessary, take effect immediately.



70.4. We have the right to review our trading conditions, order execution rules and policy and trading times, available on our Website and/or Trading Platform, from time to time. Such changes shall be effected on the Website and /or the Trading Platform and the Client is responsible to check for updates regularly.

70.5. We have the right to review the costs, fees, commissions, charges, available on the Company's Website and/or Trading Platform, from time to time. Such changes shall be effected on the Website and /or the Trading Platform and the Client is responsible to check for updates regularly.

70.6. For any change in the Agreement, we shall provide the Client a notice in accordance with clause 51. The Client acknowledges that any change may take effect immediately. In the event that the Client does not want to accept changes to the Agreement the Client can request to terminate the Agreement.

## 71. Language

71.1. The Company's official language is the English language, and the Client should always read and refer to the Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

71.2. The Agreement is written in the English language and all correspondence, documents and communications between you and us shall be in English.

## 72. Distance Selling and Marketing

If you are a consumer (and not a corporate Client) and we do not meet face to face to conclude this Agreement, but instead our communication is done through a website, as over the telephone, or by written correspondence (including e-mail), then the Distance Marketing of Financial Services Law N. 242(I)/2004 applies and we shall send you by email the documents that form the Agreement.

## 73. Right to Withdraw / Cancel

73.1. If the Client is a private individual and does not meet face to face with the Company to conclude this Agreement, but instead the communication is done through a website or by written correspondence (including e-mail and online chat), then the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended, applies and the Client may withdraw from and cancel this Agreement without needing a reason and without any cost, unless Section 48.2 applies.

73.2. The right to cancel the Agreement does not apply on any service, the performance of which has been fully completed at the Client's request before giving the cancellation notice and/or the reception and transmission and the arrangement of execution of Orders in Securities and Foreign Exchange Services because the price of the instruments and of currencies (respectively) depends on fluctuations in the financial markets which may occur during the Cancellation Timeframe and which are outside the control of the Company. Therefore, the right to



cancel the Agreement does not apply to the reception and transmission as well as the execution of Orders including the provision of the foreign exchange ancillary services.

73.3. The Client can exercise the right to withdraw from and cancel this Agreement, within 14 days of its Commencement Date ("Cancellation Timeframe"). After the 14 days the Cancellation Timeframe will expire.

73.4. The Client can exercise the right by providing an unequivocal statement as cancellation notice in writing via the "Contact Us" page on our Website, before the Cancellation Timeframe has expired. Effects of Withdrawal/ Cancellation

73.5. When the Client exercises the right to withdraw from and cancel the Agreement, this shall have the effects of:

73.6. The Agreement being terminated from the date the cancellation notice was received by the Company.

73.7. The Client will not be able to place new Orders with the Company, but the Client will be able to sell any Securities held already within the Cancellation Timeframe. If they are not sold until the end of the Cancellation Timeframe, the Company reserves the right to sell these Securities on your behalf, at the last available price, before permanently closing your Trading Account at the end of the Cancellation Timeframe.

73.8. Any Transactions executed already within the Cancellation Timeframe, including buying and selling of Securities, cannot be cancelled, because they have been fully completed with the Client's request and because the price of instruments is linked to fluctuations in the relevant underlying market, which the Company has no control of.

73.9. Any foreign exchange services provided already within the Cancellation Timeframe cannot be cancelled, because the price of currencies is linked to fluctuations in the market, which the Company has no control of and because these services have been fully completed with the Client's request.

73.10. Subject to the Company's right to be paid for services rendered, the Company shall return to the Client the available Balance in the Trading Account and shall do so as soon as possible. We will carry out such reimbursement using the same means of payment as you used for the initial payment to us or other verified payment methods. For the avoidance of any doubt, the costs, fees, commissions, charges, and applicable taxes payable to the Company for services rendered are reflected and made available to you before placing Orders in each instrument's details tab on the Trading Platform.

73.11. If the Client does not exercise the right to cancel the Agreement within the Cancellation Timeframe, the Agreement shall continue to bind both Parties and the Company shall have an obligation to offer its services hereunder. Please note that irrespective of the Client exercising the right to cancel the Agreement within the Cancellation Timeframe, the Client still has the right to terminate the Agreement according to clause 50 at any time.



## INTERPRETATION OF TERMS

In this Agreement, unless the context otherwise requires:

**"Account"** or **"Trading Account"** means your securities trading account with us, as set up on the Trading Platform.

**"Account Credentials"** means a unique username and password used by you to access and use the Trading Platform.

**"Account Opening Application Form"** shall mean the application form/questionnaire completed by the Client upon registering on our Website, via which the Company obtains amongst other things information on the Client's personal details, identification data and your knowledge, experience and understanding of trading and the risks involved.

**"Account Opening Procedure"** means the application form/questionnaire completed by the Client in order to apply for an account to receive and use the Company's Services under this Agreement, via which form/questionnaire the Company will obtain, among other things, information for the Client's identification economic profile, risk tolerance, investment objectives, appropriateness in accordance to the level required with the Applicable Laws and Regulations.

**"Alert messages"** means all computer system generated messages sent to a customer by Push, SMS, email or other means of communications displayed on the Trading Platform, once a specific event has been triggered, including, but not limited to warnings that margin parameters have been exceeded, Security price limits have been triggered or announcement alerts.

**"Buy"** means an Order to buy a specific number of a certain Security, and may also in our dealings with you, be referred to as a "long" or "long position".

**"Cancellation Timeframe"** means, where you have the right to cancel the Agreement within 14 days of the Commencement Date.

**"Complaint"** means an expression of dissatisfaction by a client or potential client regarding the provision of investment and/or ancillary services or related financial services activity provided to him/her by the Company.

**"CySEC rules"** means the rules and regulations making up the CySEC regulatory framework, including but not limited to the Law, Rules, Directives, Regulations, Guidance notes, opinions or recommendations of CySEC.

**"Exchange(s)"** means Securities or Futures Exchanges, clearing houses, self-regulatory organisations, multilateral trading facilities or alternative trading systems for the Securities.

**"Execution Broker"** means a third-party regulated financial institution to whom the Company transmits the Orders received from Clients on the Trading Platform and who is responsible for the Order execution on an Execution Venue.

**"Execution Venue"** means the venue where an Order is executed and may refer to one or more of the following: Regulated Markets; Multilateral Trading Facilities; Systematic Internalisers; and other Liquidity Providers, as per the definitions of these terms.

**"Financial Data"** means any financial and market data, price quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the Trading Platform.





**"Financial Institutions"** means Global banks, financial institutions, brokers or other trading organisations.

**"Force Majeure Event"** means the existence of an emergency or an exceptional market condition, including without limitation, the events set forth in clause 42.

**"Intellectual Property Rights"** means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer Software), database rights, semiconductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

**"Limit Order"** means an Order to set a maximum purchase price, or minimum sale price, at which the trade is to be executed.

**"Manifest Error"** means any error that we reasonably believe to be obvious or palpable, including without limitation, Orders for exaggerated volumes of Securities or at manifestly incorrect market price quotes or prices at a clear loss.

**"Market Abuse"** means the notion consisting of insider dealing and market manipulation as defined in the Market Abuse Regulation (EU) 596/2014.

**"Market Order"** means an Order to execute immediately at the best available price.

**"Order"** means any request placed by you with us to Buy or to Sell or otherwise deal in a Security, including, but not limited to, Market Orders and Limit Orders.

**"Politically Exposed Person (PEP)"** means a natural person who is or has been entrusted with prominent public functions during the last twelve (12) months, as well as immediate family members and close associates of such a person. The prominent public functions include:

- heads of State, heads of government, ministers and deputy or assistant ministers;
- members of parliaments;
- members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- members of the administrative, management or supervisory bodies of State-owned enterprises.

**"Protection Rights"** which Retail and/or Elective Professional customers are entitled to by the Law may include and are not limited to the following, as applicable:

- Extensive right to receive information from the Company in regards to its provided investment services and financial instruments, fees and charges and offered safeguarding services of client funds.
- Entitled to receive the best possible result for the client's order ("best execution") with consideration to factors such as price of financial instruments and the costs related to transmission/execution. Where there may be material difficulties in the proper execution of orders, the Company is under an obligation to warn the customers accordingly when such difficulty becomes known to the Company.



- Must receive all regulatory information required with regards to the execution of their orders.
- Should enter into a written agreement for the establishment of the business relationship setting out the essential rights and obligations of both parties.
- Retail clients may be entitled to compensation under the Investor Compensation Fund. Elective Professional customers are not entitled to compensation under the Investor Compensation Fund.

**"Quote"** means the indicative price to Buy or Sell a particular Security displayed on the Trading Platform, which is updated on a real-time basis according to the best Bid (highest buyer price) and best Ask (lowest seller price), and the last exchange-traded price. The quotes may not necessarily be sourced from the same exchange on which an Order will be executed.

**"Registration Data"** means personal and financial information that you are required to provide in the Account Opening Application Form, including but not limited to, personal information/details, financial information, economic profile, documentary proof (such as a copy of your passport, driving licence and/or Photo identity card, Proof of address, and banking details), your knowledge and experience on the products/services offered by the Company, risk tolerance, investment horizon.

**"Securities"** means the shares, exchange traded funds or other Securities that we offer on the Trading Platform from time to time.

**"Sell"** means an Order to sell a specific number of a certain Security.

**"Stop Order"** means an Order to sell below the current market price, or buy above the current market price, if the stop price is reached or breached.

**"Third-Party Software"** means software provided by third-parties embedded or used in the Trading Platform.

**"Third-Party Software Licences"** means licences from third-parties governing Third-Party Software embedded or used in the Trading Platform.

**"Trading Commission"** means a fee charged for each Transaction you enter into, calculated as a percentage of the value of the Transaction or as a set amount per Instrument.

**"Trading Hours"** means the hours of trading as set forth on the Trading Platform for a particular Security.

**"Trading Platform"** means the FXGlobe electronic trading platform facility (together with any other programs, tools, services, upgrades, bug fixes and updates if any, and the underlying code thereto).

**"Transaction"** means an Order to Buy or Sell or otherwise deal in a Security that has been executed on an exchange or other venue.

**"Website"** means <http://www.fxglobe.eu>

