

CLIENT AGREEMENT
Version 1.2
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Octa Markets Cyprus Limited

Octa Markets Cyprus Ltd is licensed and regulated by the Cyprus Securities and Exchange Commission (CySEC), with License Number 372/18
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PART A: GENERAL TERMS AND CONDITIONS

1. Introduction

1.1 The Client Agreement (hereinafter called “the Client Agreement”) is entered by and between Octa Markets Cyprus Ltd (“the Company”) on the one part and the Client (which may be a natural person) who has completed the Account Opening Application Form (hereinafter called the “Client”) on the other part.

1.2 The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (CIF) to offer certain investment and ancillary services and activities (found on the Company’s website and on CySEC’s website at www.cysec.gov.cy) under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, which implements Market in Financial Instruments Directive (MiFID II) 2014/65/EU in Cyprus law and Markets in Financial Instruments Regulation (MiFIR) 2014/604/EU as subsequently amended from time to time (“the Law”).

1.3 The Client Agreement with the following documents can be found on the Company’s website (namely “Terms of Service”, “Privacy Policy”, “Risk Disclosure Statement”, “Order Execution Policy”, “Conflict of Interest Policy”, and “Client Classification Policy”, as amended from time to time, (together the “Agreement”) set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD and/or Forex exchange trading activity of the Client with the Company during the course of the Agreement. In addition, they set out matters which the Company is required to disclose to the Client under the Applicable Regulations. These may be amended by the Company according to Paragraph 11 of PART A of the Client Agreement.

Further to the above, the following documents “Investor Compensation Fund Policy” Key Information Document (KID) on CFD on Commodities, Key Information Document (KID) on CFD Equity Indices, Key Information Document (KID) on CFD Spot Precious Metals, Key Information Document (KID) on Spot Forex (FX), and “Costs and Charges” and “Complaints Handling Policy”, , which are not part of the Agreement, are subject to change at any time by the Company without any prior notice. Hence, is the Client’s responsibility to check for any amendments on the Company’s Website. The Company is required to disclose to its Clients the above set out matters in order to be in Compliance with the Applicable Regulations

1.4 The Agreement is covered by the Distance Marketing of Consumer Financial Services Law 242 (I) of 2004 implementing the EU Directive 2002/65/EC concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC as a distance contract does not require the Agreement to be signed by either Party in order to be legally binding.

1.5 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company and/or any representative of the Company.

2. Interpretation of Terms

2.1 In this document (the Client Agreement):

“Access Data” shall mean the login and password of the Client, which are required in order for the Client to enter his account and to place Orders in either CFDs or Forex Exchange with the Company on the Trading Platform (MT5), and any other secret investor passwords, phone passwords or similar used to access the Personal Area.

“Account Opening Application Form” shall mean the application form/questionnaire completed by the Client, on-line on the Company’s Website or in hard copy, in order to apply for the Company’s Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his categorization and appropriateness in accordance with the Applicable Regulations.

“Agreement” shall mean this document (Client Agreement and various documents found on the Company’s website, namely “Terms of Service”, “Privacy Policy”, “Risk Disclosure Statement”, “Order Execution Policy”, “Conflict of Interest Policy”, and “Client Classification Policy”, as amended from time to time and any subsequent Appendices added thereto.

“Anti-Money Laundering & Know Your Customer Legislation”, shall mean the Prevention and Suppression of Money Laundering Activities (Amending) Law 13(I)/2018 and Directive 2005/60/EC of the European Parliament and the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing.

“Applicable Regulations” shall mean (a) MiFID II and MiFIR, (b) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (c) the Rules of the relevant Market; and (d) all other applicable laws, rules and regulations of Cyprus or the European Union.

“Ask” shall mean the higher price in a Quote at which price the Client may buy.

“Balance” shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

“Base Currency” shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“Bid” shall mean the lower price in a Quote at which the Client may sell.

“Business Day” shall mean any calendar day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Company’s Website from time to time.

“Client Account” shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the balance of the Client money and deposit/withdrawal transactions of the Client money.

“Client Classification” shall mean the Company’s classification of Clients as retail, professionals or eligible counterparties as specified in MiFID II.

“Client Terminal” shall mean the MetaTrader program version 5 (MT5), or later version, in addition to any platform trading facilities including (but not limited to) web and mobile traders, which are used by the Client in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep a record of Transactions.

“Closed Position” shall mean the opposite of an Open Position.

“Completed Transaction” shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa in CFD/Forex trading.

“Conflict of Interest Policy” shall mean the Company’s Conflict of Interest Policy which can be found to the Company’s Website.

“Contract” shall mean any contract for the purchase or sale of any Financial Instrument including but not limited to CFDs or other transactions related thereto, entered into by and between the Company and its Clients.

“Contract for Differences” (“CFD”) shall mean a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

“Contract Specifications” shall mean the principal trading terms in CFD (for example Spread, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges e.t.c.) for each type of CFD as determined by the Company from time to time.

“Currency of the Client Account” shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

“Currency Pair” shall mean the object or Underlying Asset of a CFD or Forex Exchange Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

“CySEC” shall mean the Cyprus Securities and Exchange Commission, which is the Company’s supervisory authority.

“CySEC Rules” shall mean the Rules, Directives, Regulations, Guidance notes of CySEC.

“Eligible Counterparty” shall mean an “Eligible Counterparty” for the purposes of the CySEC Rules, as specified in the document “Client Classification Policy” found on the Company’s Website.

“Equity” shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.

“Error Quote (Spike)” shall mean an error Quote having the following characteristics:

- (a) a significant Price Gap; and
- (b) in a short period of time the price rebounds with a Price Gap; and
- (c) before it appears there have been no rapid price movements; and
- (d) before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

“Event of Default” shall have the meaning given in paragraph 13.1. of PART A of this document (Client Agreement).

“Expert Advisor” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

“Financial Instrument” shall mean the Financial Instruments under the Company’s CIF license”.

“Floating Profit/Loss” shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable) in CFD and Forex trading.

“Force Majeure Event” shall have the meaning as set out in paragraph 14.1. of PART A of this document (Client Agreement).

“Free Margin” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: $\text{Equity less (minus) Necessary Margin}$ [Free margin = Equity- Necessary Margin].

“GDPR” shall mean the European Data Protection Regulation (the (EU) 2016/679) applicable as of 25th of May 2018 in all member states to harmonize data privacy laws across Europe.”

“Hedged Margin” shall mean the necessary margin required by the Company in order to open and maintain Matched Positions in CFD and Forex trading.

“Indicative Quote” shall mean a Quote at which the Company has the right not to accept any Instructions or arrange for the execution of any Orders in CFD and Forex trading.

“Initial Margin” shall mean the necessary margin required by the Company in order to open a position in CFD and Forex trading.

“Leverage” shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. 1:30 ratio means that in order to open a position, the Initial Margin is thirty times less than the Transactions Size.

“Long Position” shall mean a buy position that appreciates in value if underlying market prices increase in CFD and Forex trading. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Lot” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD/Forex.

“Lot Size” shall mean the number Underlying Assets in one Lot in a CFD/Forex.

“Law”, shall mean L. 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets, which implements Market in Financial Instruments Directive (MiFID II) 2014/65/EU in Cyprus law and Markets in Financial Instruments Regulation (MiFIR) 2014/604/EU as subsequently amended from time to time.

“Margin” shall mean the necessary guarantee funds in order to open or maintain Open Positions in a CFD and Forex Transaction.

“Margin Call” shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

“Margin Level” shall mean the percentage of Equity to Necessary Margin ratio in CFD and Forex trading. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.

“Margin Trading” shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size in CFD and Forex trading.

“Matched Positions” shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD/Forex.

“Necessary Margin” shall mean the necessary margin required by the Company in order to maintain Open Positions in CFD and Forex trading.

“Normal Market Size” for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

“Open Position” shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction. In relation to CFD and Forex trading, this may be a Long Position or a Short Position which is not a Completed Transaction.

“Order” shall mean an instruction from the Client to trade in Financial Instruments.

“Order Level” shall mean the price indicated in the Order in CFD and Forex trading.

“Parties” shall mean the parties to this Agreement – the Company and the Client.

“Personal Area” shall mean the Client’s personal page on the Company’s Website. The Client has the ability to also access from his Personal Area in order to close any orders.

“Personal Data Legislation” shall mean the Directive on Privacy and Electronic Communications 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of Personal Data and the protection of privacy in the electronic communications sector as implemented by the Electronic Communications and Postal Services Law 12(I)/2004 as subsequently amended from time to time.

“Politically Exposed Persons” shall mean:

- (a) natural persons who are or have been at any point in the last 12 months entrusted with prominent public functions, at any country, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of governing bodies of political parties; 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; directors, deputy directors and members of the board or equivalent function of an international organization; mayor.

None of the categories set out in the above shall be understood as covering middle-ranking or more junior officials.

- (b) The immediate family members of such persons as set out under definition (a), which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.
- (c) Persons known to be close associates of such persons as set out under definition (a), which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition (a); any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition (a).

“Price Gap” shall mean the following:

- (a) the current Quote Bid is higher than the Ask of the previous Quote; or
- (b) the current Quote Ask is lower than the Bid of the previous Quote.

“Privacy Policy” shall mean the Company’s Privacy Policy which can be found to the Company’s Website.

“Professional Client” shall mean a Professional Client for the purposes of CySEC Rules, as specified in the document “Client Classification Policy” found on the Company’s Website.

“Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

“Quote Currency” shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“Quotes Base” shall mean Quotes Flow information stored on the Server in CFD and Forex trading.

“Quotes Flow” shall mean the stream of Quotes in the Trading Platform for each CFD/Forex.

“Relevant Amount(s)” shall mean any free Equity in the Client Account not used for margin purposes.

“Retail Client” shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in the document “Client Classification Policy” found on the Company’s Website.

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“Server” shall mean the software server-side of the trading platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The server is used to arrange for the execution of the Client’s Orders or Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

“Services” shall mean the services provided by the Company to the Client as set out in paragraph 6 of PART A hereunder.

“Short Position” shall mean a sell position that appreciates in value if underlying market prices fall in CFD and Forex trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“Slippage” a) shall mean the difference between the expected price of a Transaction in a CFD/Forex, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; b) a parameter of Expert Advisor, which define an appropriate distance between ordered quote and a quote, which will be provided by the Company upon an Expert Advisor request.

“Spread” shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment in CFD trading.

“Three (3) Days Swap” or “Three (3) Days Fee” shall mean the interest added for holding a position open for more than three (3) days; it is charged every third rollover that is every third night at 00.00 (EET/EEST). The currency of three (3) days swap is USD.

“Trading Platform” shall mean the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real-time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep a record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Server and the Client Terminal.

“Trailing Stop” shall mean a stop-loss order set at a percentage level below the market price - for a long position in CFD and Forex Trading. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop-loss price doesn't change, and a market order is submitted when the stop price is hit.

“Transaction” shall mean any CFD or Forex transaction arranged for execution on behalf of the Client under this Agreement.

“Transaction Size” shall mean Lot Size multiplied by the number of Lots in CFD and Forex trading.

“Underlying Asset” shall mean the underlying asset in a CFD which may be Currency Pairs, Spot Metals, Commodities, Equity Indices or any other asset according to the Company’s discretion from time to time.

“Underlying Market” shall mean the relevant market where the Underlying Asset of a Forex or CFD is traded.

“Website” shall mean the Company’s website at <https://www.octafx.eu> or such other website as the Company may maintain from time to time.

“Written Notice” shall mean any notice or communication given via the Trading Platform internal mail, email, facsimile transmission, post, commercial courier service, airmail, and the Company’s Website.

2.2 In the Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies, and all other legal entities and vice versa.

2.3 Paragraph headings in the Agreement are for ease of reference only.

2.4 Any reference in the Agreement to any act or regulation or Law shall be that act or regulation, or Law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

3. Client Acceptance and Commencement

3.1 The Client understands and accepts that the Company in its sole discretion may not (and may be unable under Applicable Regulations) accept a Client, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied. Hence, the Company may not proceed to the opening of a Client Account and accept any Client deposits and allow the Client to undertake any trading activities.

The Company retains the right, to request more documentation and/or information from the Client at any time during the business relationship with the Client, that the Company considers necessary as part of the Company’s ongoing monitoring of the Client’s activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

The Company does not proceed with the establishment of the business relationship or the execution of an occasional transaction and sends a reminder, within seven (7) days to the Client and rejects the establishment of a business relationship or the execution of an occasional transaction within a reasonable timeframe, not exceeding fifteen (15) days from the date that the customer requested the establishment of the business relationship. Failure and/or refusal by the Client to submit, before the establishment of a business relationship or the execution of an occasional transaction, the requisite data and information for the verification of his identity and the creation of his Economic Profile, without adequate justification, shall lead to the rejection of the establishment of a business relationship or the execution of an occasional transaction within the set timeframes.

The Company reserves the right to limit, block access to the Clients' Account and/or terminate the business relationship and/or close the account if the required documentation and/or information appears at any time during the establishment of the business relationship be inaccurate, false, incorrect and/or incomplete.

If during the business relationship, the Client fails or refuses to submit, within a reasonable timeframe of fifteen (15) days, the required verification data and information, the Company has the right to terminate the business relationship and close all the accounts of the Client. The Clients' account will thereafter become Dormant as described in paragraph 7 of Part B of the Client Agreement.

The Client agrees that will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or conceal his identity from the Company by any means and for any reason.

3.2 MiFID II requires certain information on Clients for the purposes of assessment of appropriateness the Company is obliged to obtain information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client before the Company can accept him as a Client, the so-called "Appropriateness Test". If the Client elects not to provide such information to the Company, or if the Client provides insufficient information, the Company will not allow the opening of Client Account. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete so that the Client is capable to evaluate the risks involved in trading Forex and CFDs and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate at any time thereafter and the Company will be deemed to have performed its obligations under Applicable Regulations unless the Client has informed the Company of such changes.

The Client agrees that he had read and fully understood the “Risk Disclosure Statement” found on the Company’s website under “Legal Documents”.

Moreover, MiFID II makes a distinction between services that are a matter of execution and those where prior assessment is required to determine the extent to which the service and/or product is suitable to the Client’s needs and circumstances and appropriate to the client’s level of knowledge and experience.

4. Client Classification Under MiFID II

4.1 The Company classifies its’ Clients as retail clients, professional clients or eligible counterparties as per MiFID II. The classification intends to reflect the client’s level of knowledge and experience in the financial markets and their ability to understand and take on the risks arising from their investment decisions, to adopt protective measures to the particularities of each category of investor.

- (a) Retail Clients: Clients that are not either professional clients or eligible counterparties who are deemed to have less investment knowledge and experience and so they receive the maximum level of protection provided for by MiFID II both in carrying out the tests and in the scope of the pre and post-contractual documentation and information that must be made available to them. This category includes the majority of individuals.
- (b) Professional Clients: Clients that possess the experience, knowledge, and expertise to make their own investment decisions and properly assess the risks it incurs. The category includes entities that fall within the category of “Eligible Counterparties”, such as investment firms, credit institutions, insurance companies, undertakings for the collective investment of transferable securities (UCITS), pension funds and national governments, plus institutional investors whose main activity is to invest in financial instruments and exceptionally some individuals who may be treated as professional clients upon request. It is in the Company’s sole discretion to decide whether retail clients may be treated as professional clients based on the knowledge and experience the clients possess.
Professional Clients are deemed to have more investment knowledge and experience and are provided with less protection under MiFID II since they are assumed to have sufficient knowledge of the markets and financial instruments and are able to make their own decisions and to undertake the risks involved.
- (c) Eligible Counterparties (“ECP”): Clients that are per se eligible counterparties, such as investment firms, credit institutions, insurance companies, undertakings for collective investment of transferable securities (UCITS), pension funds and national governments which are automatically treated as ECPs, as well as entities that may be treated as ECPs with their consent, such as large undertakings, that meet specified size tests and clients who may be treated as ECPs in accordance with the prescribed opt-

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up criteria. To be treated as ECP as specified in MiFID II, is required for the entities to be recognized as such by their Home Member State. MiFID II provides a basic level of protection since the entities operate in the financial market frequently and directly.

4.2 The Company will notify Clients in writing for their classification. The Client agrees that the Company will treat him as a Retail Client. The Company has incorporated MiFID II criteria in carrying out the classification of Clients to its' Client Classification Policy found on the Company's website under Legal Documents. The Company based on MiFID II applies a different level of protection to each category of clients. Retail Clients afford the most regulatory protection. Professional Clients and Eligible Counterparties are considered to possess more experience, knowledge and be more sophisticated to assess their own risk and may afford less regulatory protection.

5. Restrictions

5.1 The Trading Platform shall not be available where it is illegal to access and/or use it. The Company has the right to refuse, decline and/or limit the functionalities the Client is allowed to use on the Trading Platform and/or any part or component thereof, at its sole discretion at any time and for any reason without providing any explanation thereof.

5.2 The Client understands that throughout the world, the laws that apply for the provision of financial services vary and is the Client's sole responsibility to ensure that fully complies with any law applied to the country of residency with regard to accessing the Trading Platform.

5.3 The Trading Platform does not constitute and may not be used for the purposes of offering and/or soliciting in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation. The accessing and/or using of the Trading Platform and the offering of financial products through a Trading Platform may be restricted in certain jurisdictions and users are required to inform themselves and observe such restrictions.

Octa Markets Cyprus Ltd does not accept clients residing in the USA, Canada, and Belgium as well as other jurisdictions falling outside the European Economic Area. The Company has the right to impose additional requirements or pre-conditions to accept clients residing in or from specific countries at any time and is at the Company's sole discretion without being obliged to provide any explanation.

6. Services

6.1 Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its sole discretion offer the following Services to the Client:

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- (a) Receive and transmit Orders of the Client in Forex and/or CFDs.
- (b) Execute Client Orders in Forex and/or CFDs.
- (c) Provide Safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.
- (d) Provide Foreign Currency Services provided they are associated with the provision of the reception and transmission service of paragraph 6.1.(a) and (b) of PART A of the Client Agreement.

6.2 It is hereby agreed and understood that the Company reserves the right to reject a Client's request to trade in both Forex and CFDs and to allow such Client, at the Company's discretion, to trade only in either Forex or CFDs and the Client agrees that the Company will have no obligation to inform the Client of the reason.

7. Advice and Provision of Information

7.1 The Company **will not** advise the Client about the merits of a particular Transaction. The Client acknowledges that the Company **will not** provide any form of investment advice and that the Services do not include the provision of investment advice in Forex or CFDs or the Underlying Markets. The Client may enter into Transactions alone and take all relevant decisions based on his own judgment. The Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction in case where the Client asks the Company to enter into any Transaction. The Client represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company may not provide any warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

7.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if in any doubt as to whether any tax liabilities occur. The Client is hereby warned that tax laws are subject to change from time to time.

7.3 The Company may, from time to time and at its sole discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

- (a) the Company will not be responsible for such information;
- (b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;

- (c) this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- (d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that will not pass it on to any such person or category of persons;
- (e) the Client accepts that prior to dispatch, the Company may have acted upon itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that the Client will receive such information at the same time as other clients.

7.4 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without any given notice.

8. Costs, Commissions and Taxes

8.1 The Company applies charges (“Costs and Charges”) for performing trading and non-trading operations and the provision of Services under the Client Agreement. The Costs and Charges are set out in the Company’s Website under Legal Documents.

8.2 Costs may appear as a percentage of the value of Forex and/or CFDs when placing an order. In this case, the Client maintains the responsibility to understand the calculation of the Costs.

8.3 The Company may vary its Costs from time to time. In this case, the Company will send a Written Notice to the Client informing of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client. The Company will endeavor to provide the Client with at least (7) seven Business Days’ notice. The Client may dissolve the contract immediately if is not in agreement with such alteration. In the event that the alteration is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client the earliest. The Client may dissolve the contract immediately if is not in agreement with such alteration.

8.4 The Company may pay or receive fees, commissions or other non-monetary benefits, inducements, from third parties, when providing Services to Clients as far as the fees and/or commissions are permissible under Applicable Regulations, are design to enhance the quality of the relevant service to the Client and do not diminish the Company’s duty to act honestly, fairly and professionally in accordance with the best interest of its Clients. The Company will provide information on such benefits to the Client according to Applicable Regulations.

8.5 The Company will not act as a tax agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value-added taxes), arising out of or in connection with any Transaction.

8.6 The Client shall be responsible for paying all stamp expenses relating to the Client Agreement and any documentation which may be required for the carrying out of the transactions under the Client Agreement.

8.7 The Company does not charge any commission on carrying out operations to pay in/withdraw funds and/or for opening/closing positions

9. Communications and Written Notices

9.1 Unless the contrary is specifically provided in the Client Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under the Client Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

Octa Markets Cyprus Ltd

Postal Address: 1 Agias Zonis & Thessalonikis Corner, Nicolaou Pentadromos Center, Office 201, Block B, 3026, Limassol, Cyprus

Tel: +357 25251973

Fax: +357 25251983

Email: clientsupport@octafx.eu

9.2 In order to communicate with the Client, the Company may use any of the following methods:

- (a) Trading Platform internal mail;
- (b) Email;
- (c) Facsimile transmission;
- (d) Telephone;
- (e) Post;
- (f) Commercial courier service;
- (g) Airmail;
- (h) The Company's Website;
- (i) Personal Area.

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

- (a) if sent by Trading Platform internal mail, immediately after sending it;
- (b) if sent by email, within one (1) hour after emailing it;
- (c) if sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the Business Hours at its destination.
- (d) if sent by telephone, once the telephone conversation has been finished;
- (e) if sent by post, seven (7) calendar days after posting it;
- (f) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;
- (g) if sent by airmail, ten (10) Business Days after the date of their dispatch;
- (h) if posted on the Company Webpage, within one (1) hour after it has been posted;
- (i) if posted on the Personal Area, immediately once posted.

9.4 The Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on when contacting the Client. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

9.5 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

9.6 Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

9.7 The Client accepts that the Company may, to administer the terms of the Client Agreement contact directly with the Client, from time to time, by any of the methods of paragraph 9.2. above of PART A of the Client Agreement.

10. Confidentiality, Personal Data Protection, Records

10.1 The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions and the providers of registers.

10.2 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration, and improvement of the Services, for research and statistical purposes and marketing purposes (if the Client's consent is obtained where he is a natural person) and as

provided for under paragraph 10.3. under PART A of the Client Agreement. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

10.3 The Client agrees that the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:

- (a) where required by law or a competent Court;
- (b) where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- (c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (d) to execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
- (e) to credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so these agencies/parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- (f) to the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (g) only to the extent required and only the contact details, to other service providers who create, maintain or process databases (whether electronic or not), offer record-keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under the Client Agreement;
- (h) to a Trade Repository, or similar, that centrally collects and maintains the records of derivatives under Regulation (EU) 600/201 of the European Parliament and of the Council, Market in Financial Instruments Regulation)(MiFIR);
- (i) only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- (j) where necessary in order for the Company to defend or exercise its legal rights;
- (k) at the Client's request or with the Client's consent;

- (n) to successors or assignees or transferees or buyers, with ten (10) Business Days prior Written Notice to the Client, and only if the Client specifically provides his consent for the purposes of paragraph 21.2. under PART A of the Client Agreement.

10.4 If the Client is a natural person, the Company will use, store, process and handle personal information of the Client, in accordance with the national law providing for the prevention of natural persons concerning the processing of Personal Data and for the free movement of such data, Law 125(I)/2018, which was adopted by Cyprus Law for the effective implementation of certain provisions of the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation, “GDPR”) and Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

10.5 If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee.

10.6 Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement.

The Client consents to the processing of his personal data for the Company to be in compliant with all Applicable Regulations and more specifically for the processing of personal data due to Anti-Money Laundering Law and MiFIR Regulations.

The Company will be processing Clients’ personal data only during the timeframe provided by the Applicable Regulations and for no reason shall exceed the lawful timeframe.

The Company is obliged to have in place agreements, when disclosing personal data to third parties, with which the third party will be obliged to process the personal data only and strictly for the purpose under which the personal data were disclosed, such as for transaction reporting under the provisions of MiFIR.

The Company has appointed a Data Protection Officer who shall conduct the Office of the Commissioner of Personal Data Protection and will receive any queries and/or complaints from Clients at the following according to the “Personal Data Protection Policy” found on the Website under Legal Documents, to the email address: dpo@octafx.eu

For more information and/or queries on Personal Data Protection you may visit the website of the Office of the Commissioner for Personal Data Protection

<http://www.dataprotection.gov.cy> or conduct the Commissioner to the email address: commissioner@dataprotection.gov.cy

11. Amendments

11.1 The Company may upgrade the Client Account, the Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change.

11.2 The Company may amend the Client Agreement to reflect any change in accordance with applicable Laws, Regulations, and Directives.

11.3 Unless provided differently elsewhere in the Client Agreement, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.

11.4 The Company may change any document which is part of the Agreement, except the Client Agreement, without prior notice to the Client.

11.5 The Client agrees that he obtains the responsibility to remain up to date with any amendments, which will be found in the last version of the Clients' Agreement under Legal Documents to the Company's website. In case the client shall not agree with the effected amendments shall have the right to terminate the Client Agreement as per clause 12 of the Client Agreement.

12. Termination

12.1 Each Party may terminate the Client Agreement by giving at least five (5) Business Days Written Notice to the other Party.

12.2 The Company may terminate the Client Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 13.1. of PART A of the Client Agreement.

12.3 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position(s) or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.

12.4 Upon termination of the Client Agreement, any amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

- (a) all outstanding Costs and any other amounts payable to the Company;
- (b) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;

- (c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on behalf of the Client;
 - (d) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
 - (e) any damages which arose during the arrangement or settlement of pending obligations.
 - (f) any indemnification owed by the Client to the Company under the Client Agreement;
- 12.5 Once a notice of termination of this Agreement is sent or upon termination, the following shall apply:

- (a) the Client will be obliged to close all Open Positions. If the Client fails to do so the Company will close any Open Positions at current Quotes;
- (b) the Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- (c) the Company will be entitled to refuse to open new positions for the Client;
- (d) the Company will be entitled to refuse the Client to withdraw money from the Client Account and the Company reserves the right to keep Clients' funds as necessary for the closing of any open positions and/or pay any pending obligations of the Client under the Client Agreement.

12.6 Upon Termination any or all the following may apply:

- (a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;
- (b) The Company has the right to close the Client Account(s);
- (c) The Company has the right to convert any currency;
- (d) The Company has the right to close out the Client's Open Positions at current Quotes;
- (e) In absence of illegal activity or suspected illegal activity of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee and/or any Custodian to pay any applicable amounts. Such funds shall be delivered in accordance with the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

12.7 The Client may terminate the Client Agreement by providing to the Company the “Termination of Business Relationship Form” found on the website under Legal Documents. Upon the receipt of the Form, the Company will request from the Client to close all Open Positions and fully withdraw his Balance, within a period of fifteen (15) days. Following the lapse of the fifteen (15) day period, the Company will forcibly close all Open Positions and return any available Balance to the Client. The Clients’ account will thereafter become Dormant as described in paragraph 7 of Part B of the Client Agreement.

13. Default

13.1 Each of the following constitutes an “Event of Default”:

- (a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or any other amount due under the Client Agreement;
- (b) the failure of the Client to perform any obligation due to the Company;
- (c) the failure of the Client to submit any identification documentation and/or any other information as required by the Company from time to time;
- (d) the failure of the Client to perform any obligation due to the Company emanating from the Client Agreement or any other documents concluded with the Company;
- (e) the Client becomes unable to pay its debts as they fall due or is bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to the Client or any indebtedness of the Client is not paid on the due date thereof or becomes capable at any time of being declared due and payable before the due date of payment outlined in any agreement or instrument; any voluntary or involuntary procedure is commenced by or against the Client seeking or proposing liquidation, reorganization, an arrangement or composition with creditors, a freezing action or moratorium or other similar relief concerning the Client or the Client’s debts under any bankruptcy, insolvency, regulatory, supervisory, corporate, tax or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer or any other similar official concerning the Client or any substantial part of the Client’s assets, or the Client takes any corporate steps to authorize any of the foregoing;
- (f) the Client (if the Client is an individual) dies or becomes of unsound mind or declared absent or, where the Client is a legal entity, the Client is dissolved or any registration required for its capacity or existence is revoked, terminated or otherwise ends, or proceedings are commenced seeking or proposing the Client’s dissolution or the revocation, termination or end of such registration;
- (g) where any representation or warranty made by the Client in paragraph 16 of PART A of the Client Agreement or becomes untrue;
- (h) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 13.2. of PART A of the Client Agreement;
- (i) an action set out in paragraph 13.2 of PART A of the Client Agreement is required by a competent regulatory authority or body or court;

- (j) the Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;
- (k) in cases of a material violation by the Client of the requirements established by the legislation of the Republic of Cyprus or other countries, such materiality determined in good faith by the Company;
- (l) if the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal activities or for any other cases the Client may involve the Company in any type of fraud or illegality;

13.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- (a) Temporarily block the Account of the Client and/or Accounts of another Client which the Company considers to be involved in suspicious activity until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;
- (b) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;
- (c) The Company has the right to close the Client Account(s);
- (d) The Company has the right to impose restrictions in the operation of the Client Account(s);
- (e) The Company has the right to convert any currency;
- (f) The Company has the right to close out the Client's Open Positions at current Quotes;
- (g) Terminate this Agreement without notice to the Client.

14. Force Majeure

14.1 A Force Majeure Event includes without limitation each of the following:

- (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;
- (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- (c) Labor disputes and lock-out which affect the operations of the Company;
- (d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the

Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

- (e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- (f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company) and DDoS-attacks;
- (g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- (h) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- (i) The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- (j) The failure of any relevant supplier, Financial Institution intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

14.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- (a) increase Margin requirements without notice;
- (b) close any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- (c) refuse to accept Orders from Clients;
- (d) suspend or modify the application of any or all terms of the Client Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- (e) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances concerning the position of the Company, the Client and other clients;
- (f) increase Spreads;
- (g) decrease Leverage;
- (h) shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;

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(i) inactivate the Client Account.

14.3 Except as expressly provided in the Client Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the Client Agreement where such failure, interruption or delay is due to a Force Majeure event.

15. Limitations of Liability and Indemnity

15.1 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Client Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

15.2 The Company will not be held liable for any loss or damage or expense incurred by the Client, directly or indirectly arising from but not limited to:

- (a) any error or failure in the operation of the Trading Platform;
- (b) errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
- (c) any hardware, software, connection bugs from the Client's side;
- (d) all Orders placed under the Client's Access Data;
- (e) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- (f) the acts, omissions or negligence of any third party;
- (g) the solvency, acts or omissions of any third party referred to in paragraph 1.6, of PART B of the Client Agreement;
- (h) if a situation of paragraph 1.7. of PART B of the Client Agreement arises;
- (i) any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- (j) unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data, and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

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- (k) currency risk materializing;
- (l) the occurrence of Slippage;
- (m) any of the risks and warnings of the document “Risks Disclosure Statement”, found on the Company’s website, materializes;
- (n) any changes in the rates of tax;
- (o) the Client using Trailing Stop and/or Expert Adviser.
- (p) the Client relying on Stop Loss Orders;
- (q) the actions, Orders, Instructions, Transactions entered into by the Client under the Client Agreement.

15.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client’s responsibility to indemnify the Company for such.

15.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

16. Representations and Warranties

16.1 The Client represents and warrants to the Company the following:

- (a) the information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic and shall inform the Company of any changes;
- (b) the Client has read and fully understood and undertakes to comply with the terms of the Client Agreement and the various documents found on the Company’s website, namely “Terms of Service”, “Privacy Policy”, “Risk Disclosure Statement”, “Order Execution Policy”, “Conflict of Interest Policy”, and “Client Classification Policy” “Investor Compensation Fund Policy” Key Information Document (KID) on CFD on Commodities, Key Information Document (KID) on CFD Equity Indices, Key Information Document (KID) on CFD Spot Precious Metals, Key Information Document (KID) on Spot Forex (FX), and “Costs and Charges” and “Complaints Handling Policy” ;
- (c) the Client is duly authorized to enter into the Agreement, to give Orders, Instructions, and Requests and to perform its obligations hereunder;

- (d) the Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- (e) the Client is the individual who has completed the Account Opening Application Form;
- (f) all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- (g) the Client has declared in the Account Opening Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;
- (h) the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- (i) the Client funds are free of any lien, charge, pledge or other encumbrance;
- (j) the Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- (k) there are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion;
- (l) the Client is over 18 years old.

17. Client Acknowledgment of Risk and Consents

17.1 The Client unreservedly acknowledges and accepts the following:

- (a) Trading in Forex and CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in Forex or CFDs and accepts and declares that he is willing to undertake this risk. The damages may include the loss of all the invested money.
- (b) Forex and CFDs carry a high degree of risk. The gearing or leverage often obtainable in Forex and CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.
- (c) CFD Transactions have a contingent liability, and the Client should be aware of the implications of this, in particular, the margining requirements.
- (d) Trading on an electronic Trading Platform carries risks.

- (e) The risks and warnings of the document “Risks Disclosure Statement”, found on the Company’s website.

17.2 The Client agrees and understands that:

- (a) will not be entitled to delivery of, or be required to deliver, the Underlying Asset of Forex or CFDs, nor ownership thereof or any other interest therein.
- (b) no interest shall be due on the money that the Company holds in the Client Account.
- (c) when trading in Forex or CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).

17.3 The Client consents to the provision of the information of the Agreement by means of a Website.

17.4 The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Client Agreements, Policies and information about the nature and risks of investments by posting such information on the Website.

18. Applicable and Governing Law and Applicable Regulations

18.1 All disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Cyprus.

18.2 This Agreement is governed by the Laws of Cyprus.

18.3 Notwithstanding any other provision of the Client Agreement, in providing Services to the Client, the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

18.4 All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

18.5 The Client may submit complaints to the Company according to the “Complaints Handling Policy” found on the Website under Legal Documents.

19. Severability

19.1 Should any part of the Client Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by the law of any Market or regulator, that part will be deemed to have been excluded from the Client Agreement from

the beginning, and the Client Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

20. Non-Exercise of Rights

20.1 The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of the Client Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled under the Client Agreement, shall not constitute an implied waiver thereof.

21. Assignment

21.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under the Client Agreement or the performance of the entire Agreement subject to providing at least ten (10) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, upcoming winding up of the Company, lapse or cancellation or expected cancellation of the CIF license of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

21.2 It is agreed and understood that in the event of a transfer, assignment or novation described in paragraph 21.1 above, 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 at least ten (10) Business Days prior Written Notice to the Client and provided that the Client gives consent for the processing of personal data.

21.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

22. Language

22.1 The Company's official language is the English language and the Client should always read and refer to the main 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 does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

23. Identification

23.1 In order to prevent any unauthorized access to the Client Account, verification of the Client's identity is made for the following non-trading operations:

- (a) withdrawal requests;
- (b) leverage change;
- (c) change of Access Data etc.

23.2 The means Client identification used by the Company (such as email,) and the method of Client Identification is performed according to the "Terms of Service" found on the Company's Website under Legal Documents.

23.3 It is understood that the Company shall have the right to suspend the execution of the non-trading operations if the Client's identification data are invalid or incorrect until the Client sends the correct identification data.

24. Currency Conversions

24.1 The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (if the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client Account or from the deposited amount the expenses incurred with regard to currency conversions for the Client, including commissions to banks, money transfer fees, commissions to intermediaries.

24.2 The Client will bear all foreign currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the Agreement or any law.

25. Product Governance

25.1 The Company is required, when manufacturing and/or distributing financial instruments, to establish, implement and maintain policies, procedures, and measures to ensure that the manufacturing and/or distribution of financial instruments comply with the relevant product governance requirements of MiFID II, in a way that it is appropriate and proportionate, considering the nature and degree of complexity of the investment product, the investment service, and the target market.

25.2 When the Company offers products via the Dealing on Account is considered to be a Manufacturer and hence it assesses the potential target market, on a product per product basis. Since the Company is considered to be a Manufacturer, it has established Key

Information Documents (KIDs), which are accessible on the Company's website (<https://www.octafx.eu/company/legal-agreements>), for existing and/or potential Retail Clients' Information, for all different products prepared by the Company and include:

- a. KID for CFDs on Commodities (i.e. Energy)
- b. KID for CFDs on Spot Precious Metals
- c. KID for CFDs on Equity Indices
- d. KID on Spot Forex (FX).

When the Company offers products via the Reception, Transmission and Execution of Orders is considered to be a Distributor of products manufactured by the Company's Liquidity Provider (i.e. LMAX Global). The Company, as a Distributor, has obtained Key Information Documents (KIDs) from the Manufacturer, LMAX Global, which are accessible on the Manufacturer's website (<https://www.lmax.com/global/become-a-client>), for existing and/or potential Retail Clients' Information, for all different products offered by the Company to its Clients, and include:

- a. KID for CFDs on Energy
- b. KID for Rolling Spot Bullion (all Metals)
- c. KID for CFDs on Indices
- d. KID for Non-Exotic Rolling Spot Forex (FX)
- e. KID for Exotic Spot Forex (FX).

25.3 The Company with its Target Market Assessment takes into consideration the five (5) Categories of Product Governance as provided via ESMA's Final Report 35-43-620 dated 02/06/17 and Guidelines ESMA 35-43-620 dated 05/02/18 regarding MiFID II product governance requirements. The Company aims to ensure that the financial instrument is offered to a Client, only after it is ensured that such financial instrument is on the Client's best interest.

25.3.1 The Company uses the following list of five (5) categories of Product Governance for identifying the potential target market:

- a. Type of Client to whom the product is targeted based on MiFID II client categorization, which includes:
 - Retail Clients.
- b. The Client's knowledge and practical experience (taking into consideration the dependency one of these factors may have on another).
- c. Client's financial situation, with a focus on the Client's ability to bear losses to its capital.

- d. Client's Risk tolerance and compatibility of the risk/reward profile of the product with the Target Market.
- e. Client's Needs and Objectives.

25.4 The Company taking into consideration the type of Clients to whom the product is targeted, the financial situation of the Client, the risk tolerance and compatibility of risk, the Client's objectives and needs as well as the knowledge and experience of the Client on investments and financial instruments, has created two (2) target groups of financial instruments:

- a. Aggressive Group which includes trading in Spot Forex (FX) as well as trading in CFDs on Spot Metals.
- b. Extreme Group which includes trading in CFDs on Energies as well as trading in CFDs on Indices.

And two (2) target client groups:

- a. High-Risk Group (HR Group) to whom the Company may sell–distribute FX/FX Swaps
- b. Extremely High – Risk Group (EXH Group) to whom the Company may sell–distribute CFDs.

It is understood that when providing Investment Services and categorizing clients in a specific "Target Client Group" as well as assigning Clients to a relevant "Target Group Financial Instruments, the Company seeks information from a Client or potential Client during the onboarding stage (Know Your Client), where the prospective Client completes the Due – Diligence Questionnaire and Appropriateness Assessment, which incorporates the provisions of the applicable legislation.

26. Miscellaneous

26.1 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

26.2 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice is given to one of the persons who form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

26.3 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

PART B: CLIENT MONEY AND CLIENT ACCOUNT

1. Client Money

1.1 Unless otherwise agreed with the Client in writing and to the extent allowed under Applicable Regulations, the Company will deal with any funds that it holds on the Client Account in accordance with the Applicable Regulations. This means that Client funds will be segregated from the Company's own money and cannot be used in the course of its business. The Company will promptly place any Client money into one or more Segregated Client Account(s) with reliable financial institutions, such as a credit institution, an intermediate broker, a bank, a market, a settlement agent, a clearinghouse or OTC counterparty within the European Economic Area (EEA). In the event of insolvency of the Company, Clients Funds will be excluded from the assets available to the Company's creditors.

1.2 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from Client Account(s) under the Client Agreement) and the Client waives all right to interest.

1.3 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

1.4 The Company may hold Client money and the money of other clients in the same account (omnibus account).

1.5 The Company may deposit Client money with a third party (i.e. a credit institution, an intermediate broker, a bank, a market, a settlement agent, a clearinghouse or OTC counterparty) who may have a security interest, lien or right of set-off in relation to that money.

1.6 Client money may be held on the Client's behalf with an intermediate broker, a bank, a market, a settlement agent, a clearinghouse or OTC counterparty located within Cyprus or the EEA. In the event of the insolvency or any other equivalent failure of that person, the Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

1.7 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. 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 the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

1.8 The Company is a member of the Investors Compensation Fund (ICF). So, depending on the classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the document with the title "Investors Compensation Fund", found on the Company's Website under Legal Documents.

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1.9 It is understood that profit or loss from trading is deposited in/withdrawn from the Client Account once the Transaction is closed.

2. Lien

2.1 The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing services providers/ payment services operators' requirements, as well as if it is required by the relevant authorities.

3. Netting and Set-Off

3.1 If the aggregate amount payable by the Client (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from the law, compliance rules/card schemes/acquiring banks/payment processing services providers/ payment services operators requirements, as well as if it is required by any relevant authorities) is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

3.2 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from the law, compliance rules/card schemes/acquiring banks/payment processing services providers/ payment services operators requirements, as well as if it is required by any relevant authorities), then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

3.3 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

4. Client Account

4.1 In order to facilitate trading in Forex and/or CFDs (as the case may be), the Company will open a Client Account, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time.

5. Temporary Block of the Client Account

5.1 The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- (a) in an Event of Default of the Client according to paragraph 13.2 (a) of PART A of the Client Agreement and for such time that the Company reasonably requires to examine if an Event of Default has occurred;
- (b) after the Client's request to temporarily block the Client Account under paragraph 5.5. of PART B of the Client Agreement;
- (c) the Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorized third parties;
- (d) the Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client;
- (e) in a Force Majeure Event and for such duration that the relevant event continues to exist.

5.2 Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

- (a) when the Company determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 5.1(a) of PART B of this Client Agreement;
- (b) when the Client requests from the Company to unblock the Client Account under paragraph 5.6, where the Client Account was temporarily blocked under paragraph 5.1(b) of PART B of this Client Agreement;
- (c) when the safety of the Access Data is determined or the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 5.1(c) of this Client Agreement;
- (d) when the Company determines that the Client has not engaged in any actions or doubtful operations, where the Client Account was temporarily blocked under paragraph 5.1(d) of PART B of the Client Agreement;
- (e) when the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 5.1(e) of PART B of the Client Agreement.

5.3 During the period for which the Client's Account is blocked, the Company shall examine the circumstances and as a result, the Client Account may be either unblocked or closed.

5.4 In case the Client Account is closed the Company reserves the right to withhold, under the general right of lien under paragraph 2 of Part B of this Client Agreement for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing

services providers/ payment services operators requirements, as well as if it is required by any relevant authorities.

5.5 The Client has the right to request the Company to temporarily block the Client Account by sending an email at clientsupport@octafx.eu or calling the Company, with a request to temporarily block the Client Account. The Company shall block the account within 24 hours after receiving the said request.

5.6 In order for the Company to unblock the Client Account which was blocked after the request of the Client, the Client shall either send an email to clientsupport@octafx.eu or call the Company with a request to unblock the account. The Company shall unblock the Client Account within 24 hours after receiving the request.

6. Permanently Block of the Client Account

6.1. The Company may permanently block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- (a) when the Client abuses the Company's trading conditions according to Part C and Part D of the Client Agreement;
- (b) when the Client acts against Market Abuse Law L.102(I)/2016 and Market Abuse Regulation (MAR) EU No 596/2014;
- (c) where the Company is informed from a reliable source that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- (d) where the Company is informed from a reliable source that the Client is engaged in fraud regarding financial transactions;
- (e) when the Client is no longer a resident of any jurisdiction where the Company may offer its services as per its CySEC license.

6.2 During the period for which the Client's Account is blocked the Client will not be able to fulfill any financial transactions, including deposits, withdrawals, internal transfers, or any trading activity, including the opening of new trading positions, the closure or modification of any open positions.

6.3 During the period for which the Client's Account is blocked the Company reserves the right to forcibly close any open positions and close the Client's Account.

6.4 In case the Client's Account is closed with profitability, the Company may return the Net Deposits back to the Client. In case the Client's Account is closed and the Equity Balance is less than the Net Deposits, the Company may return to the Client the available Balance.

7. Inactive and Dormant Client Accounts

7.1 If for ninety (90) calendar days, there is no activity (i.e. no trading activity, no deposits or withdrawals, and no internal transfers) on a Client Account with free balance, then the account will be inactive.

7.2 When the Client Account is inactive, all trading history of the account will be recorded and stored. However, at the Client's request, the company can provide the trading history of the requested account.

7.3 At the Client's request a previously inactive account may be restored back to active account status. The Company has the right to request additional and/or updated documentation for the client account to be restored back to active status.

7.4 If the Client Account is inactive for one (1) year, and after notifying the Client in its last known address, the Company reserves the right to terminate the Client Account and render it dormant.

7.5 A previously dormant account cannot be restored.

7.6 Any pending orders, trading history, and financial transactions may be deleted from dormant accounts.

8. Deposits and Withdrawals to/from the Client Account

8.1 The Client may deposit funds into the Client Account at any time during the course of the Client Agreement. Deposits will be accepted by bank transfer, debit/credit card or any other method acceptable by the Company from time to time. The Company will not accept third party or anonymous payments in the Client Account.

8.2 The Client may deposit via personal debit/credit card of international payment system stated in the Personal Area. The Client shall understand and agree that if the Client uses this method of payment he will be able to withdraw funds only to his personal bank account.

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

8.4 The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

8.5 The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, passport (ID) requisites and address not being verified.

8.6 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.

8.7 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from the Client Account or paid directly to the bank performing the investigation. 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.

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8.8 The Company will affect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Personal Area.

8.9 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within three (3) Business Days, if the following requirements are met:

- (a) the withdrawal instruction includes all necessary information in the Personal Area;
- (b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account e.t.c) from which the money was originally deposited in the Client Account or in case of a disputable situation to a bank account belonging to the Client;
- (c) the account where the transfer is to be made belongs to the Client;
- (d) at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges;
- (e) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal;
- (f) Client's personal information and/or documents, such as passport/ID, address, email, telephone number e.t.c, are valid and verified by the Company.

8.10 It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not make any withdrawals to any other third party or anonymous account.

8.11 The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

8.12 All payment and transfer charges will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

8.13 In the case of an account being closed, its balance is withdrawn proportionally to the accounts, from which it was deposited. Unlawful actions with bank cards and bank accounts are exceptions, in the cases of unlawful actions with the above-mentioned deposit methods, it entails withdrawn of the total initial deposit amount to the real owner of a bank card or bank account regardless of the account balance in the Company. In the named cases all data are provided to the bank and the law enforcement agencies of the Client's country.

8.14 If the security type was changed, withdrawal can be conducted only after three (3) business days have passed from the moment of change.

8.15 The Client may send the request for withdrawal via bank transfer. In the cases of using a bank card as a depositing method, the first withdrawal is made by refunding the initial deposit amount. In the cases of profit withdrawal remained after the refund to the bank card, the Client's funds are to be withdrawn by bank wire. The Company shall undertake to send funds to the Client's bank account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of bank transfer.

8.16 Client may send the withdrawal of funds request from the trading account with other funds transfer means. The Company shall undertake to send funds to the Client's bank

account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of bank transfer.

8.17 The Company shall process the transfer of funds to another trading account in the currency of the trading account.

8.18 If a specialist of the Company makes the mistake entailed depositing in an incorrect account during transferring funds between trading accounts, the amount of the request shall be refunded to the Client at the expense of the Company.

8.19 If there had been an error in the request for transfer of funds to another account which was made by the Client and entailed depositing in an incorrect account, the amount of the request shall not be refunded to the Client.

8.20 Any internal transfer may be declined without an additional explanation of reasons.

PART C: THE TRADING PLATFORM

1. Technical Issues

1.1 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access by any means and telephone or other access lines. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

1.2 The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of the computer and that he has taken appropriate actions to protect the system from computer viruses or other similarly harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company Trading Platform from his personal computer.

1.3 The Company will not be liable to the Client should the computer system used for trading fails, damages, destroys and/or formats the records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

1.4 The Company will not be liable for any such disruptions or delays or problems in any communication experienced by the Client when using the Trading Platform.

2. Prohibited Actions on the Trading Platform

2.1 The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform.

2.2 The Client will use the Trading Platform only for the benefit of the Client Account and not on behalf of any other person.

2.3 The Client is prohibited to take any of the following actions:

- (a) Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.
- (b) Intercept, monitor, damage or modify any communication which is not intended for the Client.
- (c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company.
- (d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- (e) Do anything that will or may violate the integrity of the Company computer system or Trading Platform or cause such system(s) to malfunction.
- (f) Take any action that could probably allow the irregular or unauthorized access of the Trading Platform.
- (g) Use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.
- (h) Use the Trading Platform in contravention of this Agreement.

2.4 Internet, connectivity delays and price feed errors sometimes create a situation where the prices displayed on the Trading Platform do not actually reflect the market rates, as a result of connectivity delays, upon the occurrence of a market event or an abnormal trading condition. Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices or taking advantage of these internet delays are not permissible on the Trading Platform. If the Company reasonably suspects that the Client, based on his trading strategy or other behavior, deliberately and/or systematically exploited or attempted to exploit such errors in prices and/or off-market prices, the Company is entitled to take one or more of the following measures:

- (a) restrict or prohibit access to the Trading Platform;
- (b) Terminate this Agreement immediately;
- (c) close the Client Account immediately;
- (d) take legal action for any losses suffered.

3. Safety of Access Data

3.1 Client is entitled to Access Data, so as to place Orders from the Client Account and perform various non-trading operations. The Client agrees to keep secret and not to disclose any Access Data to any person.

3.2 The Client may change his Access Data on his Personal Area with the exception of the username, email address, phone number, phone password.

3.3 The Client should not write down his Access Data. If the Client receives written notification of his Access Codes, he must destroy the notification immediately.

3.4 The Client agrees to notify the Company immediately if he knows or suspects that the Access Data has or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he receives the replacement Access Data.

3.5 The Client agrees that will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of Access Data.

3.6 The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

3.7 It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

4. Intellectual Property

4.1 This Agreement does not convey an interest in or to the Trading Platform but only a right to use it according to the terms of the Client Agreement.

4.2 Nothing in the Client Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.

4.3 The Client is permitted to store, display, analyze, modify, reformat and print the information made available through the Website or the Trading Platform. The Client is prohibited to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information.

4.4 The Client will not reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.

PART D: TRADING TERMS

This PART D is applicable to Forex and CFD trading.

1. Execution

1.1 The trading procedures of the Company (including but not limited to the types of Orders and way of execution) are detailed in the document “Order Execution Policy” found on the Company’s Website under Legal Documents.

1.2 It is understood that in relation to individual transactions the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be the third party.

1.3 Orders are placed with the Company with the use of Access Data on the Trading Platform, through the Client’s compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further inquiry to the Client and any such Orders will be binding upon the Client.

1.4 Insolvency. The date on which an administrator is appointed and the date of such appointment is publicly disclosed to the company’s regulated market / stock exchange on which its stocks are traded, we shall close any of the Clients’ open positions/transactions in the CFD of that Instrument.

1.5 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client’s Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client’s responsibility to be aware of his positions at all times.

2. Decline of Client’s Orders, Requests and Instructions

2.1 Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to transmit or arrange for the execution of any Order of the Client in Forex or CFDs, for any good reason including in any of the following cases as applicable to Forex and/or CFDs:

- (a) if the Order precedes the first Quote in the Trading Platform on the Market Opening;
- (b) under Abnormal Market Conditions;

- (c) if the Client has recently made an unreasonable number of Requests in comparison to the number of Transactions;
- (d) if the Client's Free Margin is less than the Initial Margin or the Necessary Margin, or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
- (e) it is impossible to proceed with an Order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market or it is impossible for the Order to be executed due to condition of the relevant underlying market;
- (f) where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- (g) in consequence of request of regulatory or supervisory authorities of Cyprus or a court order;
- (h) where the legality or genuineness of the Order is under doubt;
- (i) there is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;
- (j) the Transaction Size is less than the minimum Transaction Size for the particular Forex or CFD as indicated in the Contract Specifications;
- (k) a Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);
- (l) internet connection or communications are disrupted;
- (m) a Force Majeure Event has occurred;
- (n) in a suspected or actual Event of Default of the Client;
- (o) the Company has sent a notice of Termination of the Agreement to the Client;
- (p) the Client has failed to meet a Margin Call of the Company;
- (q) the Client Account is temporarily blocked or is rendered dormant or is closed.

3. Margin Requirements

3.1 The Client shall provide and maintain the Initial Margin and Hedged Margin in such limits as set by the Company, at the Company's sole discretion.

3.2 It is the Client's responsibility to ensure that he understands how a Margin is calculated (the minimum order size (in lots) its 0.01, and the maximum order size a client can open is 100 (in lots), assuming the margin requirement is supported by the clients' margin available).

3.3 The required Margin depends on the Financial Instrument, Volume and Account Leverage. When the Client opens a hedge (locked or opposite) position, no additional Margin will be

required. However, if the Free Margin on the trading account is negative, the Client will not be able to open a hedge order.

3.4 The Company has the right to change Margin requirements with prior notice to the Client. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

3.5 The Company has the right to close any or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.

3.6 If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except hedging position to reduce the margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.

3.7 The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

3.8 Margin must be paid in monetary funds in the Currency of the Client Account.

3.9 The Client undertakes neither to create nor to have outstanding any security interest whatsoever, nor to agree to assign or transfer, any of the Margin transferred to the Company.

4. Trailing Stop, Expert Advisor and Stop Loss Orders

4.1 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

4.2 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

5. Trade Confirmations and Reporting

5.1 The Company will provide the Client with online access to the Client Account via the Trading Platform, which will provide him with sufficient information including information on Order(s) status, Client Account status, Balance in the Client Account and Trade Confirmations in respect of each executed Order.

5.2 Trade Confirmations will be available on the Trading Platform prior to the close of the back office on the Business Day following the day on which the order is executed.

5.3 If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall

contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.

5.4 The Company shall proceed to a settlement of all transactions (reconciliation of Clients funds) upon execution of transactions. The Client may at all times print an online statement of Account which is available on the Trading Platform.

PART E: CFD TRADING TERMS

This PART E applies only to those Clients trading in the Financial Instruments of CFDs.

1. CFD Order Execution

1.1 Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each CFD appearing on the Company's Website, as amended from the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the Open spot Position. Any Open forward Positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

1.2 The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal Trading Hours which appear on the Company's Website.

1.3 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero.

1.4 Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

1.5 The Client may change the expiration date of pending Orders.

2. Quotes

2.1 The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

2.2 It is understood that Quotes on the Client Terminal are indicative Quotes and Slippage may occur.

2.3 In the event that the Company is unable to proceed with an Order with regard to price or size or other reason, the Company will send a re-quote to the Client with the price it is willing to deal with.

2.4 The Company will delete Error Quotes (Spikes) from the Server's Quotes Base.

3. Leverage

3.1 The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the Applicable Regulations.

3.2 An automatic change in Leverage pursuant to the Applicable Regulations, as well as a change in Leverage made by the Client through his Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.

3.3 The Company has the right:

(a) To set the leverage on the Client's trading account, 5 (five) hours before market closing before weekends and holidays, at no more than 1:30. This change will affect open transactions as well as the transactions to be opened within the aforementioned time period of 5 (five) hours.

(b) To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

3.4 The information about leverage changing is in the Personal Area. If the information on the Website contradicts to information in the Personal Area, the priority is the information in the Personal Area.

4. Financing Charges

4.1 Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

5. Swaps

5.1 The Company does not charge Client Accounts with Swaps. As an alternative, the Company applies the Three (3) Days Swap or Three-Days Fee.

5.2 The Three-Days Fee is calculated in USD according to the Contract Specifications found on the Company's Website (<https://www.octafx.eu/trading-specifications/>).

5.3 The Three-Days Fee operation is carried out every third rollover. It is calculated where applicable daily at 00:00 am (EET/EEST), except on Sunday.

6. Lots

6.1 The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.