

TERMS OF BUSINESS

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OCTA MARKETS CYPRUS LTD

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1. Introduction

Octa Markets Cyprus Ltd (hereinafter “the Company”) is an Investment Firm incorporated under the laws of the Republic of Cyprus, with registration number HE359992. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC) as a Cyprus Investment Firm (CIF) with license number 372/18. The Company is authorized to provide the services specified in these Terms of Business.

The Company is authorized 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 81(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”).

The Client accepts and understands that the official language of the Company is the English language. Any translated version of the Terms of Business and/or any other Legal Document or communication may be provided solely for convenience purposes. In the event of a dispute, the English version shall prevail. The Client should always refer to the Legal Documentation posted on the Company’s website <https://www.octafx.eu> for all information and disclosures about the Company and its activities.

The relationship between the Client and the Company shall be governed by the Terms of Business. The Terms of Business is a distance contract formed in accordance with the Financial Services (Distance Marketing) Regulations 2004 implementing EU Directive 2002/65/EC which does not require a physical signature by either the Company or the Client, in order for both parties to be legally bound by it. The Terms of Business may be electronically executed on-line by clicking the designated acceptance button and have the same legal effect and confers the same legal rights upon the parties as if they had been signed.

2. Definitions

Unless indicated to the contrary, the terms used in these Terms of Business shall have the same meaning as given by Law 87(I)/2017.

Access codes shall mean any credentials provided by the Company for accepting the platform or credentials used by the Client to access the Personal Area;

Applicable Regulation 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 or any other jurisdiction applicable on either of the Parties;

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;
CFD	shall mean a Contract for Difference by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument;
Charges	shall mean all charges, fees, mark-up, mark-down or other remuneration payable to the Company under the Terms of Business in connection with a transaction;
Client	shall mean any natural person to whom the Company provides its services;
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.;
Contract Specification	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;
Electronic Systems	shall mean any electronic trading facility offered by the Company (i.e. MetaTrader platform), including the Personal Area;
Financial Instruments	shall mean the Financial Instruments described in section 4 of these Terms of Business;
Forex	shall mean Foreign Exchange, which is the trading of one currency in exchange for another;
Margin	shall mean the necessary guarantee funds in order to open or maintain Open Positions in a CFD and Forex Transaction;
MiFID II	shall mean the Markets in Financial Instruments Directive 2014/65/EU (MiFID II) as well as the rules and regulations made thereunder;
MTF (Multilateral)	shall mean a multilateral system operated by an investment firm or market operator, which brings together buying and selling interests in Financial Instruments, or allows

Trading Facility)	buyers and sellers of those Financial Instruments to be brought together, within the system and in accordance with its rules so that a contract is concluded between them in accordance with Directive 2014/65/EU Title II;
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;
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 (i.e. MetaTrader5);
Reference Asset	shall mean property of any description (including a currency or currency pair) or an index or other factor designated in the CFD transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD transaction;
Regulated Market	shall mean the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in Financial Instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the Financial Instruments admitted to trading under its rules and/or systems, and which is authorized by a competent authority as such and functions regularly in accordance with the provisions of the Directive 2014/65/EU Title II;
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;
Services	shall mean the services provided by the Company as per section 4 of these Terms of Business;
Spread	shall mean the difference between the Ask and Bid of an Underlying Asset in a CFD at that same moment in CFD trading;
The website	shall mean the website of the Company, at https://www.octafx.eu/ or such other website as the Company may maintain from time to time;

Transaction shall mean any CFD or Forex transaction arranged for execution on behalf of the Client.

3. Scope and Application

The Terms of Business apply to services provided with respect to all Clients' accounts.

The Terms of Business (any amendments to the Terms of Business) supersede any previous Terms of Business between the Company and the Client on the same subject matter and take effect between the Company and the Client.

The Terms of Business set out the basis on which the Company agrees to provide its services subject to Applicable Regulation.

The Terms of Business are provided to assist the Client in making an informed decision about the Company, its services, and the risks of the Financial Instruments.

The Terms of Business should be read in their entirety in deciding whether:

- a. to buy, sell, or to continue to hold any Financial Instrument; and/or
- b. to be provided with the services.

4. Provision of Services

The Company deals with Clients on an execution-only basis in the Financial Instruments the contract specifications for which are available at the Company's website. <https://www.octafx.eu/trading-specifications/>.

The trading conditions and execution rules of the Financial Instruments offered by the Company can be seen online at <https://www.octafx.eu/trading-specifications/>. The Company operates on an execution-only mandate and it is under no obligation to monitor and does not monitor, for the benefit of the Client, his transactions or open positions or advise the Client about the suitability of his trading decisions and/or trading strategy. By execution of a trading instruction received from the Client, the Company makes no representation nor gives any acknowledgment as to the suitability of the transactions of the Client.

The Client acknowledges and understands that the provision of services does not constitute or include the provision of investment advice or any personal recommendation and the Client acknowledges and confirms that no reliance can be placed on any information or opinion provided or expressed by the Company which may otherwise be treated as advice or a personal recommendation and that the Company has no responsibility for the provision of investment advice or personal recommendation. The Client understands that if the Client considers it necessary or desirable to have any advice or recommendations that this should be sought from an appropriate third-party adviser in relation to trading Financial Instruments, including Forex and/or CFDs on other underlying assets.

The Company will provide to the Client the following services:

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

The Company will provide the following ancillary services:

- a. Safekeeping and administration of financial instruments, including custodianship and related services;
- b. Foreign exchange services where these are connected to the provision of investment services.

The services shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets. By accepting the Term of Business, the Client acknowledges and agrees that he has given express prior consent to the execution of orders by the Company outside a Regulated Market.

The Client acknowledges that the services do not constitute the provision of investment advice.

5. Acknowledgment of Risks

CFDs, options, futures, swaps, forward rate agreements, and many other derivatives, are leveraged products and involve a high level of risk. It is possible for the Client to lose all his capital invested. Therefore, these products may not be appropriate or suitable for everyone and the Client should ensure that he understands the risks involved. The Client will not be required to cover losses exceeding his invested capital as the Company applies a negative balance protection policy. If the Client considers that he is not properly able to understand the investment risks involved, he should seek independent advice.

The Client unreservedly acknowledges and accepts that, regardless of any information, which may be offered by the Company, the value of any investment in Financial Instruments may increase or decrease and there is a substantial risk that the investment may become of no value. In the case of Financial Instruments which are CFDs the entire amount of margin deposit may be lost.

The Client acknowledges that the Company has not solicited, or in any other way recommended his participation in trading with the Company pursuant to any particular trading system, and that the Client has made inquiries and conducted research sufficient to make an informed investment decision.

The Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses as a result of purchasing and/or selling any Financial Instruments and the Client accepts and declares that he is willing to undertake this risk.

The Client acknowledges and accepts that the Company does not provide any investment advice. Where applicable, any general view expressed to the Client by the Company, on the economic climate, markets, investment strategies or investments, trading suggestions, research or other such information are not to be viewed as investment advice or recommendations by the Company and shall not give rise to any advisory relationship. Each decision by the Client to enter into a CFD or any other trading product offered by the Company is an independent decision by the Client. The Company is not acting as an advisor to or serving as a fiduciary of the Client and the Company specifically disclaims any such duties.

The Client confirms the funds deposited to the account held with the Company are derived from legitimate sources. The Client further acknowledges and confirms that he has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of his account and that he is trading on his own behalf.

Prior to deciding whether to trade, the Client should consider that such products are complex and of high risk and is likely to lose all of the invested capital.

The above paragraphs do not constitute investment advice based on the Client's personal circumstances, nor are recommendations to use any of the services or invest in any Financial Instrument. Where the Client is unclear as to the meaning of any of the above disclosures or warnings, the Client is strongly recommended to seek independent advice.

The Client acknowledges and accepts that there may be risks other than those mentioned herein. The Client also acknowledges and accepts that he has read and accepted the "[Risk Disclosure Statement](#)".

6. Client Support

The Company provides Client Support services where a Client and/or potential Client may address his inquiries to the Company's employees relating to any subject matter.

In order to communicate with the Company, the Client may use either email, telephone, or through the Company's online chat.

The Client Support team is reachable as follows:

Business hours: 09:00 – 18:00 (EET)

Tel: +357 25251973

Email clientsupport@octafx.eu

7. Electronic Systems and Trading

The Company shall provide the Client with access codes for entering into transactions or dealing with, or through the Company. Such access codes can be used to access the Electronic Systems, such as Clients' Personal Area and Platform. Any such dealings shall be carried out on the basis set out in this

section and on the basis of any additional agreement which the Company may enter into with the Client to regulate such activity.

The Client acknowledges and accepts that the Company has the right to restrict any access to its Electronic Systems where it deems appropriate, for the smooth operation of its Electronic Systems as well as to protect other Client's interests and its own. The Client will only be entitled to access the Electronic Systems and enter into dealings for its own use on a non-exclusive, non-transferable basis.

All rights and interests and all intellectual property right, including, without limitation, all trademarks and trade names in or relating to the Company, are owned by the Company or the Company's suppliers or licensor and will remain the Company's property or that of the Company's suppliers or licensors at all times. The Client will have no right or interest in those intellectual property rights other than the right to access the Electronic Systems. The Client shall not copy, license, sell, transfer, make available the Electronic Systems, or information on the Electronic Systems to any other person. The Client shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the Electronic Systems.

The Client shall take all necessary precautions to ensure the confidentiality of all information, including but not limited to, the access codes to the Electronic Systems, transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its access codes. The Client acknowledges and the Company bears no responsibility in the case that the access codes are used in an unauthorized manner by any third party, except where unauthorized use is the result of the Company's default. The Client should always log out from the Electronic Systems. The Client shall ensure that no computer viruses, worms, or similar items are introduced through the Electronic Systems to the Company's computer systems and networks. The Client will be responsible for the installation and proper use of any virus detection software which the Company may require.

The Client undertakes to notify the Company immediately if it comes to his attention that the Client's Electronic System access codes are being unauthorized.

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 or bug in the operation of the Trading Platform;
- (b) should the Trading Platform fail, damage, destroy and/or format the records and data or if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement;
- (c) any technical problems, system failures, and malfunctions or system access issues, system capacity issues, communication line failures, equipment failures or malfunctions, high internet traffic demand, or other similar computer issues;
- (d) disruptions or delays or problems in any communication experienced by the Client when using the Trading Platform;
- (e) 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;

- (f) any hardware, software, connection bugs;
- (g) any security breach;
- (h) all Orders placed under the Client's Access Data;
- (i) all Client's trading decisions;
- (j) The contents, correctness, accuracy, and completeness of any communication spread by the use of the Platform;
- (k) as a result of any Order or instruction which is, or reasonably appears to be, from an authorized representative of the Client;
- (l) any failure by the Company to perform any of its obligations under the Client 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 1.1 subparagraph f, of PART B of the Client Agreement;
- (h) any act or omission, including negligence and fraud, of the Client;
- (i) if a situation of paragraphs 1.4 and 1.5 of PART B of the Client Agreement arises;
- (j) 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;
- (k) 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;
- (l) currency risk materializing;
- (m) the occurrence of Slippage;
- (n) any of the risks and warnings of the document "Risks Disclosure Statement", found on the Company's website, materializes;
- (o) any changes in the rates of tax;
- (p) under abnormal Market Conditions;
- (q) the Client using Trailing Stop and/or Expert Advisor. In case the Client uses these solutions in bad faith or in contrary to the Client Agreement, the Company reserves the right to immediately terminate the Client Agreement;
- (r) the Client relying on Stop Loss Orders;
- (s) the Company exercising any of its rights under the Client Agreement.

The Company makes every effort to deliver high-quality products. However, the Company does not guarantee that the products are free from defects. The Company's software is provided "as is" and the Client uses the platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special incidental, or consequential damages resulting from the use, misuse, or inability to use the software, even if the Company has been advised of the possibility of such damages.

8. Margin and Leverage

As a condition of entering into a transaction, the Company requires the deposit of margin to secure the Client's liability to the Company for any losses which may be incurred in respect of the transaction. Leverage is the ratio of margin to the market value of the open transaction position which it secures. By accepting the Terms of Business, the Client has read understood and accepted the maximum leverage as uploaded on the Company's website.

The leverage limits on the opening of a position for Retail Clients vary from 30:1 to 10:1 according to the volatility of the underlying instruments as follows:

30:1 for major currency pairs;

20:1 for non-major currency pairs, gold, and major indices;

10:1 for commodities other than gold and non-major equity indices;

A margin closeout rule on a per-account basis applies for Retail Clients that standardizes the percentage of margin at 50% at which the Company is required to close out one or more Retail Client's open positions.

Margin requirements may be set and varied without prior notice from time to time in order to cover any realized or unrealized losses arising from or in connection with transactions, including a subsequent variation of any margin rates set at the time transactions are opened subject to any leverage/margin restrictions imposed by Applicable Regulation. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. Such an event will be disclosed to the Client by the Company via email.

The Client is obliged to maintain in his account, at all times, sufficient funds to meet all margin requirements. In addition, the Company will be entitled to treat any assets deposited with it by the Client from time to time, as collateral against the Client's margin requirements. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.

In the event that there is insufficient margin in the Client's account or in the event that the deposited margin is not sufficient to meet the required margin rates, as determined by the Company it may require the closure of position(s)/transaction(s) until the margin requirement is met. Without prejudice to the generality of the foregoing, the Company shall have the right, but shall not be obliged, to start closing Client's positions starting from the most unprofitable, when the Margin is less than 50% of the initial margin requirement on a per-account basis.

The Client acknowledges that he is responsible for monitoring the margin on his account and for reviewing the difference between the standard and premium accounts located on the Company's website prior to opening an account and/or placing any order with the Company.

9. Market Abuse

The Client shall not use the Electronic Systems for orders or transactions for or in connection with any activity which may constitute a fraudulent or illegal purpose or Market Abuse or otherwise use of the Electronic Systems in contravention of any Applicable Regulation. For the purposes of the Terms of Business “Market Abuse” means behavior in relation to investments that involves insider dealing, market manipulation, or market distortion in breach of Applicable Regulation. The Client undertakes to familiarize himself and comply with any Applicable Regulation concerning the short sale of securities if the Client seeks to execute a short sale CFD transaction with a security as a reference asset and the Client will ensure that his use of the Electronic Systems will not result in a breach by the Company of any Applicable Regulation concerning the short sale of securities or any terms of the Terms of Business concerning short sale orders or transactions.

10. Refusal to execute orders

The Company has the right to refuse to execute an order without any given notice and/or explanation to the Client in case the Client does not have the required margin in his account.

11. Settlement of transactions

The Company shall proceed to a settlement of all transactions upon execution of such transactions. Unless otherwise agreed, the settlement of transactions shall be in accordance with the normal practice for the Financial Instrument or market concerned.

The Company provides online access to confirmations and account statements stored on the Client’s Personal Area. Each confirmation will be conclusive and binding on the Client unless the Company receives any objection from the Client in writing within five (5) business days of the date of the relevant confirmation or the Company notifies the Client of an error in the confirmation within the same period. A statement of account shall be provided by the Company to the Client upon the Client’s request. A statement of account or any certification issued by the Company in relation to any transaction or other matter shall be final and binding to the Client unless the Client files in writing his objection within five (5) business days from receipt of the said statement of account, certification or confirmation.

Any objection or inquiry that the Client has in relation to an executed transaction shall be investigated by the Company only if it receives notice in writing within five (5) business days of the date of such transaction.

12. Order Execution Policy

The Company is required to have in place an [Order Execution Policy](#) and to take all sufficient steps to obtain the best possible results for its Clients either when executing Clients’ orders or receiving and transmitting orders for execution in relation to Financial Instruments. The Policy sets out a general overview on how the Company will obtain the best possible result when executing Clients’ orders by

taking into account the criteria and factors as set out in its Order Execution Policy, the assessment process prior to the selection of an execution venue and the monitoring on a continuous basis of the financial institutions used as a hedging liquidity/price provider. The best possible result will be determined in terms of the total consideration, represented by the price of the contract and the cost related to the execution as the main factors. The order execution factors of speed, likelihood of execution, nature, or any other relevant consideration will, in most cases, be secondary to the price and cost considerations, unless they would deliver the best possible result for the Client in terms of the total consideration.

The Client acknowledges and accepts that he has read and understood the Order Execution Policy, which can be found on the Company's website under Legal Documents. In particular, the Client acknowledges that all transactions entered in any particular Financial Instrument with the Company are executed outside a Regulated Market or Multi-Lateral Trading Facility (MTF), and the Client is exposed to a greater risk of a possible default of the counterparty.

13. Safeguarding Clients' Funds

Any money received by the Company in respect of a Client's account with the Company shall be treated as "Clients' Money" in accordance with the Applicable Regulation.

When holding Clients' Money, the Company makes adequate arrangements to safeguard the Client's rights and prevent the use of Clients' Money for its own account. For this purpose, the Company ensures to promptly place any Clients' Money into one or more accounts, denoted as "client funds accounts" which are safeguarded and segregated from the Company's own accounts and opened with a credit institution within a European Economic Area (EEA).

Prior to the establishment of a business relationship with a person holding Clients' Money as indicated above, the Company exercises all due skill, care, and diligence as per Applicable Regulation by taking into account various parameters including among others the jurisdiction, expertise, and market reputation of the person, financial indicators and legal or regulatory requirements. The Company establishes a business relationship with a person that has been assessed and approved by the Company's Management.

By accepting the Terms of Business, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds, within the European Economic Area (EEA) in one or more segregated clients' bank account.

14. Transfer of Funds

The Client shall clearly specify his name and all required information, in accordance with international regulations related to the fight against Anti-Money Laundering and Terrorism Financing, when requesting a transfer of funds. It is the Company's policy not to accept payments from third parties to be credited to the Client's account.

Any amount transferred by the Client will be deposited in the Client's account at the value date of the received request within one (1) business day and net of any deductions/charges by the Client's bank account providers. In case the Client's account reaches a stop-out during the processing period of the deposit, the Company bears no responsibility for any losses suffered.

The Company has the right to refuse a transfer of Client's funds in any of the following cases occur:

- a. If the funds are transferred by a third party;
- b. If the Company has reasonable grounds for suspecting that the person who transferred the funds is not the owner of the trading account;
- c. If the transfer violates the Cyprus legislation or applicable regulations.

In any of the above cases, subject to Applicable Regulation the Company will send back the received funds to the sender by the same method as they were received and the Client will suffer the relevant Client's bank account provider's charges.

The Client has the right to withdraw the funds from the Client account, which are margin free from any obligations, without closing the said account.

Unless the parties otherwise agree, in writing, any amount payable by the Company to the Client, shall be transferred directly to the Client's personal bank account and/or payment account (e-wallet) or card. Fund transfer requests are processed by the Company within the time period specified on the Company's website and the time needed for crediting into the Client's personal account will depend on the Client's bank account provider.

Clients' withdrawals should be made using the same method used by the Client to fund his Client Account and to the same sender or his personal bank account if required under any circumstances. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. Where applicable, if the Company is not satisfied with any documentation provided by the Client, then the Company reserves the right to reject the withdrawal request and keep the Client's funds within his trading account.

Client fund transfer requests will be performed from the Client's Personal Area. The Company shall make every effort to notify the Client prior to any fund transfer request, of all charges, fees, and costs for the said fund transfer.

The Client acknowledges that he has read and understood the information provided on each payment method available in the Personal Area.

15. Company's Charges

For any services provided to the Client, the Company is entitled to receive fees from the Client as well as compensation for the expenses which will incur for the obligations it will undertake during the execution of the said services. From time to time, the Company reserves the right to modify the size, the amounts, and the percentage rates of its Costs and Charges, and the Client will be informed accordingly. The Client agrees that the Company is entitled to change its Costs and Charges unilaterally without any consultation or prior consent from the Client.

The spread, (the difference between the Bid and Ask price) is a realized cost every time the Client opens and/or closes a trade position. In the case, the Company acts as a Market Maker the spread includes a profit mark-up over and above the raw spread quoted by the price feeder. When the Company routes trades to the execution venue of the Liquidity Provider in the context of Straight-Through Processing, the spread will be the raw spread quoted by the Liquidity Provider plus an additional profit mark-up, imposed by the Company. The spread is included in the profit mark-up and is chargeable as half upon the opening of a trade position and the other half upon closure of the trade position.

The Company charges a three (3) day fee every third rollover, every third (3rd) night at 00:00 (EET/EEST), and is calculated per 0,01 lot in USD. The total amount of a 3-day fee includes the currency conversion fee and represents the exchange rate difference from USD to the trading account base currency.

The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.

An indicative summary of the cost components and charges derived from trading of Financial Instruments offered by the Company can be found in the "Key Information Documents", uploaded on the Company's website under [Legal Documents](#).

By accepting the Terms of Business, the Client agrees to have read, understood, and accepted the "Cost and Charges" which are uploaded on the Company's website under [Legal Documents](#), in which all fees are explained. The Company reserves the right to amend all such costs, financing fees, and any new information shall be available on the Company's website.

The Trading Conditions details can be found on the Company's [website](#) per trading product i.e. Spot Forex, CFDs on Spot Precious Metals, CFDs on Equity Indices, and CFDs on Commodities, and the Client is required to review these details depending on the trading product he intends to invest. It is the Client's responsibility to visit the Company's website and review the Trading Conditions during the time he is dealing with the Company as well as prior to placing any orders with the Company.

16. Interest

The Company has no liability in regards to the payment of any interest earned on the Clients' deposited funds with the Company and/or available credit balance on the Clients' accounts.

By accepting the terms of Business, the Client consents and waives any right to receive the interest earned on the deposited funds held by the Company on behalf of the Client and further acknowledges that the Company will be entitled to act as the beneficiary of such interest.

17. Client Complaint – Investor Compensation Fund

The Company is a member of the Investor Compensation Fund (ICF). The Client may be entitled to compensation of up to twenty thousand EUR (€20,000.00) from the ICF if the Company fails. This will depend on the type of business and the circumstances of the claim. For more information about the ICF, including the amounts covered and eligibility to claim, please visit the ICF's website <https://www.cysec.gov.cy/en-GB/complaints/tae/information/>.

The Client acknowledges and accepts that he has read the [Investor compensation fund policy](#).

If the Client has any cause for complaint in relation to any aspect of the services provided by the Company, the complaint should be addressed to the Compliance Officer using the [Complaints handling policy](#) by sending an email to complaints@octafx.eu.

18. Conflicts of Interest

The Company is required, under Applicable Regulation, to have arrangements in place to manage conflicts of interest between the Company and its Clients and between Clients themselves. The Company shall maintain and operate effective arrangements to take all reasonable measures to avoid conflict of interest. When conflicts of interest cannot be avoided the Company shall disclose to the Client the nature and source of the conflict. The Company shall at all times ensure that Clients are treated fairly and with the highest level of integrity and that their interests are protected.

The Client acknowledges and accepts that he has read and understood the [Conflict of Interest Policy](#).

19. Appropriateness

The Company must, prior providing any services, request from the Client or potential Client to provide information regarding his knowledge and experience in the investment services and Financial Instruments offered by the Company in order to assess whether the investment services and Financial Instruments are appropriate for the Client. In accordance with MiFID II, the Company shall collect information related to the Client or potential Client, through the completion of an Appropriateness Test, such as the type of service, transaction, and financial instrument with which the Client is familiar, the nature, volume and frequency of the Client's transactions in the Financial Instruments offered by the Company and the period over which they have been carried out as well as the level of education

and profession of the Client. The Company will also collect information regarding the Client's financial situation and ability to bear losses as well as the Client's risk tolerance and compatibility of the risk profile of the financial instrument. If the Client's knowledge and experience are not appropriate for the services and Financial Instruments offered by the Company, the Client will be warned about the risks involved.

The Client is responsible for keeping the Company informed about any change to his profile regarding the collected information.

20. Anti-Money Laundering and Financing of Terrorism Provisions

The Company is obliged to follow certain requirements, as set out by the Applicable Regulations of the European Union as well as local authorities, for preventing and suppressing money laundering and terrorist financing activities, which requires investment firms to obtain certain verification documents from Clients before the establishment of a business relationship and/or during the business relationship.

The Company may also request the Client to inform the Company how the invested funds were obtained/accumulated. This process may require proof of certain documentation.

The Company has the right not to accept Client's orders, as long as the Client has not supplied information requested by the Company. The Company takes no responsibility for any possible delays where the Client's verification documents are outstanding.

The Client represents and warrants that the funds invested to the Company are not the proceeds of a crime with the aim of concealing or disguising the illicit origin of the funds and/or aiding any person involved in the commission of the offense of money laundering or terrorist financing.

21. Transaction Reporting- EMIR and MiFIR

The Company shall report complete and accurate details of transactions conducted in reportable financial instruments to the competent authority (i.e. CySEC) as per EMIR and MiFIR, as well as Applicable Regulation. In order to comply with this requirement, the Company shall use any acceptable national identification document's number to identify its Clients.

The Client acknowledges, accepts, and understands that the national identification document shall be provided by all Clients during the establishment of a business relationship with the Company before the establishment of a business relationship or the execution of an occasional transaction, to be used in transaction reports.

22. Trademarks – Intellectual Property Rights

The Company is the owner of the copyright in the pages and screens displaying the website and the information and material therein unless otherwise indicated. The Company holds the exclusive rights and license to use all tradenames and trademarks contained and/or appearing on the website.

23. Change of Information and Materials

All information and materials contained in the website, and all terms, conditions, prerequisites, and descriptions contained therein, are subject to change without any prior notice.

24. Intended Users

The website is not intended for any person in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

25. Cookies

When the Client uses the Company's software, he will enable the Company to use cookies in relation to his access to the Company's website. Cookies are small files of information, which often include a unique identification number or value, which are stored on the Client's computer's hard drive as a result of him using the trading software and accessing the website. The purpose of this information is to provide the Client with a more relevant and effective experience on the website, including presenting webpages according to the Client's needs or preferences. Cookies are frequently used on many websites on the internet and the Client can choose if and how a cookie will be accepted by changing his preferences and options in his browser. The cookies do not contain personally-identifying information nor are they used to identify the Client. The Client may choose to disable the cookies. However, the Client may not be able to access some parts of the website if he chooses to disable the cookie acceptance in his browser.

26. Personal Data

Any Personal Data that will be collected by the Company through the website, shall be processed according to the EC Data Protection Directive (Directive 95/46/EC), the Processing of Personal Data (Protection of the Individual) Law 138(1)/2001, any laws or regulations implementing Council Directives 95/46/EC (Data Protection Directive) or 200/58/EC (ePrivacy Directive) and the GDPR.

The users of the website, agree that:

- (i) The Company has the right to process Personal Data in order to support, promote, and realize their relations.
- (ii) The Company will not communicate or disclose such Personal Data to any third party unless pertaining to: (1) such communication or disclosure which may be required by law or by a court decision; and (2) where the users are clients of the Company according to the [Privacy Policy](#) which also applies to them.
- (iii) Unless otherwise specifically instructed by the users, the Company will have the right to use such Personal Data, with the exception of sensitive personal data, in order to remotely promote its financial products.
- (iv) They are aware that they are at any time entitled to update or refuse any further processing of their Personal Data pursuant to articles 12 and 13 of Law N.138 (1)/2001, as amended or replaced from time to time.
- (v) The above will apply both to current Clients of the Company and applicants for any service, irrespective of whether their application may be accepted or rejected.

27. Limitation of Liability

The Company does not provide any warranty as to the accuracy, adequacy, or completeness of the information and materials contained in its website and expressly rejects any liability for any errors and/or omissions in this regard.

The Company does not provide any warranty of any kind implied, expressed, or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose, and freedom from computer virus, in conjunction with the information and materials thereof. Hyperlinks to other internet resources are followed at the Client's risk. The content, accuracy, opinions expressed, and other links provided by these resources are not controlled, investigated, verified, monitored, and/or endorsed by the Company.

The Company shall not be liable for a) any damages, losses, or expenses which arise in connection with the website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if the Company or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or orders for trading or any instructions from the Client/visitor of

the website, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above by the Company.

The Company shall not be liable for any damage that may occur to the hardware or software of the user that may arise as a result of the use of the website.

28. Governing law and jurisdiction

The Terms of Business and all relations between the Client and the Company are governed by the Cyprus Law and the competent court for settlement of any dispute which may arise between them under or in relation to their business relationship shall be the courts of Cyprus.

The Client accepts the terms and conditions of the Terms of Business. In particular, the Client agrees that he has read and understood the:

- a. Client Agreement;
- b. Privacy Policy;
- c. Risk disclosure statement;
- d. Investor compensation fund policy;
- e. Complaints handling policy;
- f. Order execution policy;
- g. Conflict of interest policy;
- h. Client classification policy;
- i. Key Information Documents (KIDs); and
- j. Costs and Charges.