

# General Business Terms

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## 1. Terms and Definitions

1.1. The Terms stated below in these General Business Terms (hereinafter – the “Terms”) have the meanings specified for them, unless the context requires otherwise, and, as appropriate, may be used both in the singular and plural form:

- **“Company”** - Liteforex (Europe) Limited, a Company registered in the Republic of Cyprus under the registration number HE230122, possessing the status of an investment company and carrying out its activities under the license 093/08 issued by CySEC (Cyprus Securities and Exchange Commission), and is currently located at 124 Gladstonos Street, The Hawk Building, 4th Floor, 3032, Limassol, Cyprus, and any branches thereof;
  - **“Liteforex Group”** - overall organization, including the head office, branches, subsidiaries, representative offices, and other organizations mentioned on the Company’s website [www.liteforex.eu](http://www.liteforex.eu);
  - **“Client”** - any individual or legal entity that has filled in a Client Application form, which was duly approved by the Company, is thus a client of the Company;
  - **“Client Classification”** - the Company classification of Clients on the criterion of having used services, or executed transactions;
  - **“Agent”** - any individual or legal entity undertaking transactions on behalf of another individual person or legal entity, but in his/her name;
  - **“Authorized Person”** - any person authorized by the Client to give instructions to the Company;
  - **“Terms”** - the General Business Terms governing relations between the Client and the Company;
  - **“Services”** - any services provided by the Company in accordance with these Terms;
  - **“Account”** - a transaction account of the Client with the Company;
  - **“Account Statement”** - a regularly drawn up record of trading, debit, and credit transactions carried out on the Account;
  - **“Account Summary”** - report of Client securities portfolio, open positions, margin requirements, cash deposits, etc. drawn up at a specific moment;
  - **“Business Day”** - any banking day in the Republic of Cyprus;
  - **“Contract”** - any verbal or written contract for the purchase of any goods, security, currency, other financial instruments and/or property, including any derivative contracts, such as options, futures, contracts for difference (CFD) and other transactions between the Company and the Client connected therewith;

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- **“CFD Contract”** or **“CFD”** - any contracts for difference between prices of the respective security or index in different points of time;
- **“Margin Trade”** - the Contract opened and executed by means of a margin deposit, as opposed to any contracts based on the purchase price;
- **“Best Execution Policy”** - the existing policy of the Company in respect to the execution of Client orders, at the best price specified on the Company’s website;
- **“Conflict of Interest Policy”** - the existing policy of the Company in respect to the conflict of interests set forth on the Company’s website;
- **“Events of Default”** - the meaning is specified in Article 20;
- **“FIFO”** - abbreviation of the phrase **“First In – First Out”** implying that in the event that it is necessary to close one or more contracts with identical characteristics, the Company closes the older contracts first;
- **“Inside Information”** - unpublished information, publication of which may considerably influence the Contract value;
- **“Counterparties”** - any banks and/or brokers, through which the Company may cover its Contracts with Clients;
- **“Introducing Broker”** - any financial institution or advisor obtaining remuneration from the Company and/or Clients for sending Clients to the Company and/or giving consultations to such Clients and/or execution of Client transactions with the Company;
- **“Market Maker”** - any professional market maker quoting “buy” and “sell” prices for certain financial instruments on a permanent basis for the purpose of buying or selling, should the Client be interested;
- **“Market Rules”** - any rules, instructions, customs and/or procedures existing on stock exchanges, clearing houses, and other organizations or markets involved in entering into, or the execution or settlement of, any transaction or Contract and/or exercise by such stock exchanges, clearing houses and other organizations or markets of any authorities granted thereto;
- **“Net Free Equity”** - the basis for calculation of interest;
- **“OTC (Over-the-counter) Contract”** - the Contract for goods, securities, currency, other financial instruments, and property, including any options, futures, and contracts for difference (CFD) not traded at regulated commodity or stock exchanges, but sold on an over-the-counter
- **“Principal”** - any individual or legal entity being party to a transaction;

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- **“Security”** - any securities or other assets deposited by the Client with the Company;
- **“Settlement/Trade Confirmation”** - any message sent by the Company to the Client in confirmation of entering into a Contract with the Client;
- **“Trading Platform”** - any information software and hardware complex used by the Company for the purpose of providing Services to the Client in accordance with these Terms;
- **“Trading Terminal”** - the Client section of the Trading Platform, enabling the Client to obtain the Services in accordance with these Terms;
- **"EMIR"** - Regulation (EU) No. 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012;
- **"FATCA"** - (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance; (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a); or (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with any Governmental Authority;
- **"Governmental Authority"** - any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization anywhere in the world with competent jurisdiction;
- **“U.S Reportable Person (Client)”** - a person which matches at least one of the following parameters:
  - U.S. citizenship or lawful permanent resident (green card) status;
  - U.S. birthplace (or certificate of incorporation for legal entity / partnership with United States address);
  - U.S. residence address or a U.S. correspondence address (including a U.S. P.O. box);
  - Standing instructions to transfer funds to an account maintained in the United States, or directions regularly received from a U.S. address;
  - An “in care of” address or a “hold mail” address that is the sole address with respect to the client; or
  - An “in care of” address or a “hold mail” address that is the sole address with respect to the client.
- **“Available Balance”** - the sum of your cash balances; plus profits on your open trades; minus losses on your open trades; and minus the aggregate of margin required for your open trades and on any pending Orders (“Total Margin Required”).

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1.2. In the event of any conflicts between these Terms and the respective Market Rules, the Market Rules shall prevail.

1.3. Any reference to an individual in these Terms shall also relate to legal entities, and organizations, without the legal entity or partnership status.

1.4. Any headings and notes used in these Terms are exclusively intended for convenience of use and shall not affect the content and interpretation of these Terms.

1.5. Any reference in these Terms to laws, statutes, instructions and prescriptions shall also relate to amendments thereto and re-enactments thereof, as well as instruction and order issued in accordance with such laws, statutes and prescriptions (including amendments and re-enactments thereof).

1.6. The Client recognizes, acknowledges and admits that he /she carefully read, understood and hereby provides his/her expressed consent to the contents and conditions of the following documents published on the Company's website <http://www.liteforex.eu/company/documents>, namely

- Conflict of Interest Policy
- Best Execution Policy
- Investor Compensation Fund
- Trading Credit Policy
- Fees and Commissions Schedule

1.7. Provision of information to the Client in durable medium under these General Business Terms means any instrument of provision of information that enable the Client to store information, addressed personally to the Client, in a way accessible for future reference allowing the unchanged reproduction of information to be stored. For the purpose of these General Business Terms, durable medium of provision of information shall include:

1.7.1. Provision of information as a hard copy personally to the Client (authorized representative of the Client) hand to hand, and/or also via courier or other postal services that make it possible to accurately identify the sender and the date of dispatch and receipt of correspondence;

1.7.2. Provision of information by email and/or via the Trading Terminal Software and/or via the Company's website <http://www.liteforex.eu>.

1.8. By accepting these General Business Terms the Client confirms that when choosing whether to receive information provided by the Company as a hard copy pursuant to clause 1.7.1. hereof, or via other secure means specified in clauses 1.7.2. hereof, the Client selects the latter and gives their consent to entitle the Company (at its own discretion) to provide information to the Client using any of the means referred to above.

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### 2. Risk Acknowledgment

2.1. The Client recognizes, acknowledges, and admits that any trade and investment in leveraged as well as non-leveraged Contracts, is:

- a highly speculative type of activity;
- may be connected with an extremely high degree of risk; and
- shall only be undertaken by those who are able (if they trade on margin) to assume the risk in excess of the amount of losses over the amount of their margin deposit.

2.2. The Client recognizes, acknowledges, and admits that:

- because of the low margin normally required in Margin Trades, fluctuations of prices for the respective assets may result in considerable losses, substantially exceeding the amount of the Client's investment and margin deposit;
- entrusting the Company with the execution of any transaction, the Client assumes the entire risk of the occurrence of losses as a result of fluctuation of prices for the respective asset;
- the Client guarantees that s/he is ready and has financial and other possibilities to assume risk connected with trade in speculative investment instruments;
- The Client acknowledges that transactions may be executed on the Over-the-Counter market and hereby confirms his/her agreement to the execution of his/her orders outside regulated markets/MTFs;
- the Client undertakes not to require compensation from the Company for any losses incurred as a result of maintenance of the Client's Account by the Company, and execution by the Client of any recommendations of the Company and/or its employees, partners or representatives, with the exception of cases of any gross negligence on the part of the Company, which took place in the aforesaid matters;
- the Client is aware that, in the absence of other direct agreements, the Company is not obliged to carry out, on a permanent basis, any individual or special monitoring of any transactions, which have already been entered into by the Client. Thus, the Company shall not be liable for any transactions, consequences (which turned out to be different from those which could be expected by the Client), and/or consequences which are unfavorable for the Client;
- the Client understands and admits the fact that it is impossible to guarantee, within the framework of trading any investment instrument, the obtainment of profit or the absence of losses;
- the Client acknowledges that s/he did not receive any such guarantees or similar representations from the Company, Introducing Broker, their representatives and any other persons helping the Client to manage his/her account with the Company.

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### 3. Client Categorization

3.1. Pursuant to the Law of Cyprus (Investment Services and Activities and Regulated Markets Law of 2007 - Law 144(I)/2007) on markets in financial instruments ("MiFID"), categorization of the Client applied by the Company includes three categories of Clients: Eligible Counterparties (ECP), Professional Clients and Retail Clients.

3.2. In the context of the Company's categorization, each category of Client has its individual level of regulative protection. In particular, Retail Clients have the highest level of regulative protection, whereas Professional Clients and Eligible Counterparties (ECP) are considered as more experienced Clients who are informed, skilled, and able to estimate their risk, and are therefore provided with a lower level of regulative protection. Please refer to the Company's website for additional information.

3.3. Unless otherwise confirmed to you in writing, the Company shall treat you as a RETAIL CLIENT (as opposed to the Eligible Counterparty (ECP) or Professional Clients) and, if you are in the EU and neither an individual nor a EU financial counterparty, as a **NON-FINANCIAL COUNTERPARTY** under the clearing threshold (NFC-) for the purposes of the EMIR.

3.4. The Company offers its Clients the possibility to request reclassification on-line, thus being able to increase or decrease the provided level of regulative protection. If the Client requests reclassification (either on an overall level or on a product level) then s/he shall ensure compliance with certain quantitative and qualitative criteria.

3.5. On the basis of the Clients request, the Company shall perform an adequate assessment of expertise, experience, and knowledge of the Client to the required degree, so as to ensure reasonable confidence in the fact that, subject to the nature of the respective transactions or services, the Client is able to independently make investment decisions and understands the risks connected therewith. At the same time, upon failure of the Client to comply with the aforementioned criteria, the Company reserves the right to choose whether to provide services under the category requested by the Client.

### 4. Services

4.1. Upon fulfillment by the Client of his/her obligations in compliance with these Terms, the Company may offer its brokerage services for Client transactions in relation to the following investment and other instruments:

- futures and CFD contracts for any goods, securities, interest rates and debt instruments, stock and other indexes, currencies, base and precious metals;
- spot and forward contracts for gold, silver and currency, OTC derivatives;
- securities, including any shares, bonds and other debt instruments, including government and public issues;
- options and warrants to acquire or dispose of any of the instruments above, including options on options;
- managed assets (in the form of both exchange traded, and OTC instruments); and
- other investment instruments agreed upon with the Company.

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4.2. The services provided by the Company may include:

- margined transactions;
- short sales (i.e. sales where one party of the Contract is obliged to deliver an asset which it does not possess); or
- transactions with any instruments traded on stock exchanges, which are not generally recognized or designated investment exchanges; and/or transactions with any instruments not traded at any stock or investment exchanges, and/or not suitable for immediate and unobstructed sale.

4.3. Orders may be placed as market orders (orders to buy or sell as soon as possible, at the price obtainable on the market) or – for a number of instruments – limit orders and stop orders (orders to trade when the price reaches a predefined level). Limit orders to buy, and stop orders to sell, must be placed at prices that are lower than the current market prices. Limit orders to sell and stop orders to buy must be placed at prices that are higher than current market prices. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable on the market.

4.4. Limit orders and stop orders are executed in accordance with the Company's "Best Execution Policy". The Company will take all reasonable steps to provide the Client with the best possible execution in accordance with MiFID and CySEC legislation. The arrangements the Company have put in place to provide the best possible execution are detailed in our Best Execution Policy. This is available on the Company Website. Commencing trading with the Company means the Client will be deemed to have consented to our Order Execution Policy. The Company does not guarantee execution thereof at a definite price, or within definite volumes, unless expressly specified by the Company concerning the respective order. Please refer to the Company's website for more detailed information.

4.4.1. All transactions and Contracts shall be executed by the Company as an Agent of its Client, either under the STP or ECN model of operations.

**4.5. Unless otherwise agreed upon in writing, the Client shall enter into Contracts as the Principal in relation to the Company, but if the Client acts as an Agent, irrespective of the fact, whether s/he disclosed any information about the Principal to the Company, the Company is not obliged to consider such Principal as the Client, and possesses full authority to consider the Client as the Principal within the context of the Contract.**

4.6. In the event that the Company gives any information or recommendations to the Client, the Company shall not be responsible for the financial results of such information or recommendations (see also Article 22).

The Client recognizes, acknowledges, and admits that;

- prices on the offered trading platforms may differ from the prices on other platforms and exchanges on which the underlying financial instrument being traded is quoted;
- when the Client closes a trade, the spread (i.e. the difference between the bid and ask prices) for the Instrument being traded may be larger or smaller than the spread when the trade was opened;
- the prices on the trading platform are constantly changing and the Company does not guarantee that the price the Client sees when placing an Order will be the price at which the Client's trade is executed;

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- all transactions with any exchange-traded investment instruments and many Contracts shall be executed in accordance with the Market Rules of the current liquidity providers to which the clients orders are routed for execution;
- the Market Rules usually provide for considerable authorities in any cases of emergency and other undesirable situations;
- upon execution by any stock exchange or clearing house of actions affecting any transaction or Contract, the Company is entitled to undertake the appropriate and reasonable action as protective measures for the interests of the Client and/or the Company;
- the Company shall not be responsible for any losses specified in Item 22.4. incurred by the Client as a result of acts or omissions of any stock exchange or clearing house, as well as any measures reasonably undertaken by the Company owing to the said acts or omissions, with the exception of cases of gross negligence on behalf of the Company, which took place in the aforementioned matters;
  - that neither any limit set on the Client's Account nor any amount of margin the Client has paid to the Company or which is payable by the Client to the Company puts a limit on your potential losses in respect to any trade or series of trades the Client enters;
  - upon execution by the Company of any transaction as an Agent of its Client, the Client shall bear the risk of non-fulfillment by the other party of the transaction or its obligations on supply of any asset or payment (depending on the requirements of any specific transaction);
  - fulfillment by the Company of its obligations on delivery of any investment instruments or transfer of funds from sale of the investment instruments to the Client, or to the account of the Client, or any other person acting on the instructions of the Client, shall be conditioned by receipt by the Company of the delivered investment instruments or funds from sale of the investment instruments (depending on the requirements of any specific transaction) from the other party or parties to the respective transaction;
- the Company may, acting reasonably, suspend the Client's Account at any time. If the Client's Account is suspended, s/he will be able to close any existing trades over the telephone during the Company's Helpdesk Hours but will not be permitted to open any new trades on the Account. The circumstances where the Company may suspend the Client's Account include, but are not limited to, when:
  1. the Company consider that the Client is in possession of Insider Information;
  2. the Company consider that the market situation makes the execution of operations impossible in the normal mode;
  3. the Company may not be able to calculate prices for the respective Contract, owing to the unavailability of necessary market information.
  4. the Company have not received information within 10 days of a request (or sooner if so reasonably required), whereby the Company believes that the specified information is required in connection with this Agreement;



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5. the Company have reason to believe that there has been a breach in the Client's Account security, or that there is a threat to the Client's Account security; and/or
  6. the Client's trading activity or conduct is such that the Company believes acting reasonably at all times has, or is likely to, impair the integrity, functionality, speed or reliability of the Trading Platform or compromise, impair, restrict or prevent the ability of the trading platform to operate a fair and orderly market.
    - the Company may, acting reasonably, close the Client's Account at any time. If the Company elects to close the Client's Account, the Client will have 14 days to close any open trades on their Account over the telephone with the Company during Helpdesk Hours. During the 14 day period, the Client will not be permitted to open any new trades on their Account. If the Client has not closed all open trades within the 14 days provided, the Company shall be entitled to close all trades on the next Business Day. The circumstances where the Company may close the Client's Account include, but are not limited to, when a Client/Client's:
      1. has repeatedly failed to provide information requested, which the Company believes is required in connection with this Agreement;
      2. has persistently acted in an abusive manner toward the Company's staff members (for example by displaying what we consider to be serious discourtesy, or the use of offensive or insulting language);
      3. trading activities are deemed to be disruptive to the operation of the trading platforms, and the Client has failed to correct this behavior following a notice from the Company ;and/or
      4. has provided information to the Company as part of the application process to open their Account, but the information has been proven to be falsified or demonstrably untrue.
- 4.7. Provision of services shall be regulated by the Law of Cyprus (Investment Services and Activities and Regulated Markets Law of 2007 - Law 144(I)/2007) as subsequently amended. The Company does not assume any obligation on giving information or recommendations with reference to any financial product not regulated by the said Law.
- 4.8. By default, the Company shall not give to the Client any consultations concerning tax considerations with respect to any Service. It is recommended that the Client obtain an independent, individual consultation from a financial advisor, auditor, or legal counsel concerning tax considerations with respect to the respective Services.
- 4.9. Notwithstanding any other provisions of these Terms, the Company shall be entitled, upon providing Services, to take any actions which it considers necessary and reasonable to ensure compliance with the Market Rules, and other applicable laws and resolutions of the regulatory authorities.

## 5. Dealing between the Company and the Client

5.1. The Client may provide any instructions to the Company orally, or in writing (including making the same via Internet or by e-mail, as it is described below). The Company acknowledges the reception of the instructions orally or in writing, as appropriate.

5.2. The Client shall notify the Company in writing of any persons the Client has granted a Power of Attorney for giving the Company any instructions on his/her behalf. For practical reasons, the Company may register only one Power of Attorney for the Client's operations. If the Client wishes to cancel this Power of Attorney at any time, or change the terms of its reference / issue it to any other person, then it is necessary to notify the Company in writing about this fact. According to the general terms of use of Power of Attorneys, the Company has the right to receive instructions from any person authorized by the Client, or is disposed to be authorized.

5.3. The Trading Platform enables execution of certain Contracts. Besides, it is possible to obtain any information about Accounts, Settlements/Trade Confirmations, as well as any messages sent by the Company to the Client, through the Trading Platform. Besides the terms specified on the Company's website, the following terms shall be applied to any Contracts entered into via Internet:

- the Company shall not be responsible to the Client for any losses, expenses, costs, or obligations incurred or acquired by the Client because of any failures in the trading system, non-receipt or late receipt of messages, and similar technical bugs, with the exception of cases of any grievous dereliction of duties on behalf of the Company, which took place in the aforementioned cases;
- the Company may quote market prices for the Client in real-time. Owing to any delay in exchange of information between the Client and the Company, the prices offered by the Company may be changed prior to receipt of an order from the Client. The automatic order execution system can be provided to the Client, within the limits whereof the Company is entitled to replace the strike price specified at the order with the market price valid at the moment of receiving such order from the Client;
- there are several versions of the Trading Platform and Trading Terminal varying in many parameters, including the security level, available products and services, etc. The Company doesn't bear responsibility towards the Client for any losses, expenses, costs or obligations incurred or acquired by the Client because of the use of one or another version of the Trading Platform or Trading Terminal;
- the Client bears responsibility with respect to all orders and precision of all information sent via Internet on behalf of, and under the password of, the Client, or using any other means of identification of the Client;
- the Client is obliged to keep passwords confidential, and not to allow access of any third parties to his/her Trading Terminals;
- the Client bears responsibility towards the Company for any Contracts entered into using the Client's password, even if such use was unauthorized or unlawful;
- however the Trading Platform can confirm entering into a Contract immediately after delivery by the Client of any instructions by means of the Trading Platform, the only evidence of entering into a Contract is the Settlement/Trade Confirmation sent by the Company to the Client or presented to the Client by means of the Trading Platform.

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5.4. Any instructions given by the Client by means of the Trading Platform, or sent by him/her via e-mail shall be deemed to be received and represent efficient instructions and/or legally binding Contracts between the Company and the Client subject to their registration by the Company as executed and notification of the Client thereof, by the Settlement/Trade Confirmation and/or Account Statement. The bare fact of delivery of instructions by the Client does not mean that there is a Contract between the Company and the Client.

***Acknowledgement of risks in giving instructions by electronic means (including, but not limited to, email and instant messaging services):***

The Client acknowledges the inherent risk that communication by electronic means: (i) may not reach their intended destination or may do so much later than intended for reasons outside of the Company's control; and (ii) may not be secure and may be intercepted or accessed by unauthorized or unintended parties. The Client agrees that the Company does not take any responsibility for communication transmitted over the internet.

5.5. The Client agrees to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, the Client agrees to follow the access procedure (Login) of the Company that supports such protocols.

5.6. Company will not be held responsible in the event of an unauthorized access from third persons to information including, but not limited to, electronic addresses and/or personal data, through the exchange of these data between the Client and the Company and/or any other party using the Internet or other network or electronic mean available.

5.7. The Client shall immediately provide the Company with any instructions requested. If the Client fails to present such instructions immediately then the Company shall take, at its reasonable discretion, the measures it needs to at the expense of the Client, measures in which the Company consider necessary or expedient for protection of its interests and the interests of the Client. This provision may be likewise applied in the situation when the Company cannot contact the Client.

5.8. If the Client fails to notify the Company about his/her intention to execute any option or any other Contract, execution whereof requires presentation by the Client of the respective instructions within the term specified by the Company, and the Company shall be entitled to consider that the option, or any other relevant Contract, is abandoned by the Client. If the Contract may be prolonged after its expiry, then the Company may decide at its reasonable discretion to prolong such a Contract or to terminate it.

5.9. If the instruction received by the Company implies closing of the Account, or transfer of the sums due to the Client, and in any other cases when the Company considers that necessary or expedient, the Company is entitled (but by no means is obliged) to request confirmation in any form reasonably corresponding to its requirements.

5.10. According to the general terms of use of Power of Attorneys, the Client has a responsibility to the Company for any losses incurred by the Company as a result of execution of any instructions received from any person holding a direct or implied power of attorney for providing the Company with the instructions on behalf of the Client.

5.11. The Company is entitled to refuse to execute whatever instructions given by any person authorized by the Client if, in the Company's opinion, there is certain probability that execution of such instructions would result in

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violation of the standard market practice or the effective legislation of the respective territory, including, but not limited to, legislation on counteraction to laundering of criminal incomes and insider operations, or if such execution, in the Company's reasonable opinion, would place the economic position of the Client and/or the Company in jeopardy.

5.12. In general, the Company shall execute instructions on the earliest possible term. Here, if what is meant are trading instructions, then the Company will act in accordance with its Best Execution Policy. At the same time, if after receiving instructions, the Company decides that from the practical point of view they cannot be executed within a reasonably short period of time, it shall be entitled to postpone actions in accordance with such instructions until the time when, at its reasonable discretion, these actions are feasible, or to notify the Client about its refusal to execute such instructions.

5.13. There is a possibility of errors in the prices of transactions quoted by the Company. In such situations, without prejudice to whatever rights granted to the Company in accordance with Cyprus legislation, it shall not incur any obligations under whatever Contract, which supposedly (irrespective of confirmation by the Company) was entered into at a price:

- which, in accordance to the evidence, which the Company can present to the Client, was obviously specified by mistake at the moment of settlement of a transaction; or
- which, according to any information actually or supposedly possessed by the Client, was specified by mistake at the moment of settlement of a transaction.

In this case the Company reserves the right to:

- cancel the transaction entirely; or
- correct the price specified by mistake, having replaced it with the price, at which the Company hedge its position under this transaction, or with the historically correct market price.

**5.14. *The trading strategies based on use of any mistakes in prices and/or entering into transactions at non-market or out of date prices (generally known by the name of "sniping") are not acceptable for the Company. Under the stipulation that the Company can confirm by documentary evidence that at the moment of entering into a transaction with any mistakes in prices, commission fees, or the Trading Platform took place, and subject to the condition that the Company decides that the Client with certain likelihood, considering his/her trading strategy or any other readily demonstrable actions, deliberately and/or systematically used or undertook attempts to use such mistakes, the Company is entitled to take any of the following countermeasures:***

- ***to correct the price spread provided to the Client;***
- ***to limit the access of the Client to any continuous, instantaneously usable quotations, and start***
- ***to provide quotations on request only;***
- ***to debit the Client's account with any trading profits obtained previously, which, according to documentary evidence of the Company, took place as a result of the specified abuse of the liquidity mode at any moment within the period of cooperation with the Client; and/or***

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- *to stop immediately any relations with the Client by sending a written notice.*

5.15. The Client represents and warrants to the Company that:

5.15.1. s/he will not submit an Order to open and s/he has not opened a trade with the Company in connection with:

- (a) a placing, issue, distribution or other analogous event; or
- (b) an offer, take-over, merger or other analogous event, in which s/he is involved or otherwise interested;

5.15.2. the Client will not submit and has not submitted an Order to open or close a trade that contravenes with any primary or secondary legislation or other law against insider dealing, market manipulation, market conduct or any behavior deemed to be market abuse under the Market Abuse Directive (2003/6/EC);

5.15.3. the Client will not trade with the Company to deliberately transfer money from one account to another by attempting to match Orders or trades with another Client through collusion;

5.15.4. the Client will not submit any Order that is artificial or fictitious or place an Order that is designed to give the market a false or misleading impression as to the supply or demand, value or price of an Instrument;

5.15.5. the Client will not act or engage in any conduct which is likely to damage the fairness, integrity, proper functioning or orderliness of the market in general and Trading Platform(s) ;

5.16. Internet connectivity delays and price feed errors can result in prices displayed on the trading platform inaccurately reflecting exact market rates. Liteforex (Europe) Ltd (ex. Mayzus Investment Company Ltd) does not permit its clients to practice latency arbitrage and by no means do we allow our clients to take advantage of any such delays. We reserve the right to revoke any transactions that rely on price latency arbitrage opportunities, and to make any corrections or adjustments we deem appropriate on the clients account at the Company's sole discretion.

5.17. Without prejudice to any other terms of this Agreement, the Company will not be liable for:

- a. Systems errors (Company's or service providers)
- b. Delays
- c. Viruses
- d. Unauthorized use
- e. For any act taken by or on the instruction of a Market, clearing house or regulatory body.

5.18. If the Client represents more than one person (for example, if these are joint account holders):

- the liabilities of each such person shall be direct, joint and several;
- the Company may act in accordance with instructions received from any person being (or considered to be the same by the Company) the aforesaid person, regardless of the fact, whether such person is the Authorized Person;

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- any notice and other message presented by the Company to one of such persons is deemed to be presented to all said persons; and

- the rights of the Company in the context of Article 20 shall be in force if the event mentioned in the said Article is considered to take place with respect to any such persons.

5.19. The Client acknowledges his/her consent with the fact that the Company is entitled to record any conversations taking place by telephone, via Internet (in a chat session) and at any meetings between the Client and the Company, and can use such records or transcripts thereof as evidence for any party (including, without limitation, any regulatory authorities and/or courts), to which the Company, at its reasonable discretion, consider necessary or desirable to disclose such information in the case of real or potential occurrence of any disputes between the Company and the Client. At the same time, the Company may fail to record certain conversations for technical reasons; besides, records of any conversations and transcripts thereof made by the Company may be destroyed in accordance with the standard procedures of the Company. Thus, the Client shall not rely on the existence of such records.

5.20. If the Client instructs the Company to open a position opposite to one or more opened positions of the Client then the Company is entitled to close the opposite positions in accordance with the FIFO principles.

5.21. The Client admits that the Company is entitled (but is not obliged) to close any directly opposite positions. This is related not only to the situation when positions are opened through the same Account, but also to the situation when they are opened through different Accounts of the Client. The Client is notified hereby that if such positions were not closed, they will be rolled over on a continuous basis, and the Client will incur any costs related to such roll-overs.

5.22. The Company may set a Maximum Position Size for an Instrument ("Maximum Position Size") which will restrict the total size of position that you may hold in that Instrument at any given time, as required by the liquidity providers or the Company itself. When a Maximum Position Size is applied to an Instrument it will be published in the Instrument Information on the Trading Platform. Maximum Position Sizes are subject to change.

5.23. Each trade opened on a Client's Account will be binding, notwithstanding that by opening that trade the Client may have exceeded any limit applicable to his/her trading with us.

5.24. In case an Account is inactive for 180 consecutive days i.e., there were no trades executed over a period of 180 days and there are no open positions (excluding pending orders), such an Account shall be classified as a Dormant Account. The Account will not be accessible for trading purposes and will be in Read-Only mode, until further re-activation notice from the Client. The Dormant Account will attract a maintenance charge and re-activation charge in accordance with our fee schedule published on the web-site. The Company shall notify the holders of such Accounts 5 working days prior to classifying the Account as Dormant, offering to either reactivate the use of the Account, or to withdraw the balance. If no reply is received from the Account holder, the Company retains all rights to classify the Account as Dormant, and charge a maintenance fee as referred to above.

5.25. The Client states, confirms and guarantees that he is authorized and has the capacity to enter into this agreement. also, that he is over eighteen (18) years old, in case of natural person, or that it has full legal capacity, in case of legal person, to enter into this Agreement.

## 6. Transfer of Funds to the Client's Account with the Company

6.1. When funds are transferred from another bank (or financial institution), they will usually be credited to the Client's Account on the first Business Day after the date they were received by the Company. The Client should hereby be informed that bank transfers to the Company can take up to five Business Days.

6.2. The particular cases specified in Item 29.4. may result in the credit of funds being delayed for a period of up to three Business Days from the date the Company receives it.

6.3. The Company credits the Client's Account for only those funds which were transferred from the Client's Account with another bank (or financial institution). The name of the sender and the number of the Client's Account with the Company shall obviously be specified on the payment document. Under no circumstances can payments from third parties be accepted by the Company to be credited to the Client's Account.

6.4. When the Client transfers funds between his/her Accounts with the Company, the funds shall be credited to the Client's Account the same date that they were debited from the Client's Account, from which the transfer was executed. In this case, the Client can only transfer funds between Accounts with the Company, if they were opened by the Client under the same name.

6.5. Clients' funds will be segregated from the Company's money and cannot be used in the course of the Company's business. Any bank account in the name of the Company in which cash moneys are held shall be designated as a "Client's Account" or similar to put third parties on notice that those moneys do not belong beneficially to the Company. The Company shall exercise all due measures, care and diligence in the selection, appointment and periodic review of the banks where the Client's funds are held and custodians the Client's financial instruments are held with, and the revision of the holding of the Client's funds with these banks and custodians.

6.6. The Company reserves the right and the Client agrees with the Company's right to keep the Client's monetary funds and financial instruments in omnibus accounts opened with third parties on a fungible basis. In this case the Company guarantees to the Client the following:

- the Company keeps internal records of all the Clients' monetary funds and financial instruments held in omnibus accounts with third parties;
- the Company has in place systems and controls which ensure internal separate accounting of monetary funds and financial instrument of each Client held in omnibus accounts with third parties;
- The Company conducts (on a regular basis) reconciliations between its internal accounts and those of any third parties by whom Clients' monetary funds and financial instruments are held.

6.7. The Company shall exercise reasonable care in choosing the financial institution where the Client's funds shall be deposited. However, it shall have no responsibility for any acts or omissions of any third party to whom the Company shall pass money received from Client. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company will only have an unsecured claim against the third party on behalf of its clients, and will be ex-posed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of all Clients with claims in respect of the relevant account.

## 7. Transfer of Funds from the Client's Account with the Company

7.1. The Client is entitled to give the Company instructions for the transfer of funds from the Client's Account with the Company to the Client's Account with another bank (or financial institution) or to another Client's Account with the Company. Funds are usually debited from the Client's Account on the first Business Day after the Company receives the instructions for transferring the funds. Funds are transferred by the Company within three Business Days of the date they are debited from the Client's Account. It can take up to five Business Days for funds to be credited to the Client's bank account, once a transfer has been initiated by the Company.

7.2. The particular cases specified in Item 29.4. may result in a delay in the debiting of funds, for a period of up to three Business Days from the time the Company receives the instructions to transfer funds.

7.3. The Company debits the Client's Account for only those funds, which were transferred to the account of the Client with another bank (or financial institution) or to another of the Client's Accounts with the Company. The recipient of the funds (which must correspond to the Client's name) shall obviously be specified in the transfer instructions. Under no circumstances can the Company execute payments to third parties.

7.4. The Company has the authority to suspend or cancel instructions for transferring funds from the Client's Account in the following cases:

- should the Client's instructions imply the transfer of funds to third parties;
- should the nature of the Client's transactions be subject to Items 5.12, 5.13 or 5.14 of these Terms;
- should the Company have reasonable grounds for suspecting that the instructions to transfer funds from the Client's Account were not ordered by a duly authorized person;
- should the transfer violate, in any way, Cyprus Legislation. In the event that the transfer is suspended or cancelled, the Company is under no obligation to explain the reasons for the suspension or cancellation to the Client.

7.5. Funds available for withdrawal from the Client Account, are those actually deposited by the Client, including funds credited to the Client Account in accordance with these Terms, excluding funds actually debited from the Client Account in accordance with these Terms as well as funds used as a margin for currently open positions (including unreleased losses). At the same time, unreleased profit of the currently open positions, and funds credited within three Business Days prior to the date of the Client request for funds transfer, are not available for withdrawal.

7.6. Transfers should be made using the same method used by the Client to fund his Clients' account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to the Client's account.



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7.7. The provision of documentation or any other type of Client authentication as may be required from time to time by Anti Money Laundering (AML) regulations, Credit Card companies and the Company is a prerequisite, prior to the execution of a transfer of funds from the Client's Account.

7.8. Transfers of credit card deposits: Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. Where the requested withdrawal amount exceeds the original deposited amount, in certain circumstances, the excess funds to be withdrawn will be sent back to a bank account in the name of the Client. Transfers to bank account may take a longer time period, due to additional security procedures and documentation required from the Client.

## 8. Margin, Security, Payments and Assets Delivery

8.1. The Client shall pay the Company upon request:

- such sums of money by means of deposits, or initial or variable margin, as may be requested by the Company. If the Contract at a stock exchange is concluded by the Company, such margin shall be equal to the minimum amount or interest rate determined by the respective stock exchange plus any additional margin, which may be requested by the Company at its reasonable discretion;
- such sums of money as may be repayable to the Company under the Contract, as well as such sums which may be requested to settle any debit balance on any Account;
- such sums of money which the Company may periodically request as security for the Client's obligations to the Company.
- any sum necessary for maintaining a positive balance in any and all Account(s).

8.2. If the Client makes any deductible payment which is subject to price fluctuation, the Client shall pay the Company such additional sum which guarantees correspondence of the sum actually obtained by the Company, to the complete sum which would be obtained by the Company in the absence of any fluctuation of prices and deduction.

8.3. Payments to the Client's Account are credited by the Company subject to receipt by the Company of the sum in question. (This clause is applicable regardless of whether it was specified in receipts or other notifications or payment orders).

8.4. In the presence of a written authorization of the Company in each case, the Client may deposit a Security or grant a guarantee or indemnity to the Company in the name of and in the form acceptable by the Company, instead of funds, for the purpose of fulfilling his/her obligations. In particular, the Client shall be informed that the Company, at its reasonable discretion, may determine the value according to which the Security shall be registered, and to constitute in such a manner a part of the request of the Company with respect to the Client. The Company may change such value of the Security permanently without previous notification of the Client.

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8.5. Securities placed or deposited in the Client's Account with the Company cannot be presented as a security or guarantee for any obligations the Client has with a third party, with the exception of individuals from the Liteforex Group. Securities pledged to another person shall be approved by the Company.

8.6. All securities are at the disposal of the intermediary broker, or any other keeper appointed by the Company. Intermediary brokers and keepers are responsible for withdrawing interest payment, income and other rights for the Client. The Company has a right to hold the Client's monetary funds and financial instruments with credit and financial institutions outside the European Economic Area. If the Company holds the Client's monetary funds and financial instruments outside the European Economic Area, they will be subject to the laws of that state and the Client's rights in relation to those monetary funds and financial instruments, may differ accordingly.

8.7. Upon special authorization from the Client, the Company can:

- Transfer funds or a Security obtained from the Client, for the purpose of paying off Company obligations to a third party;
- Collect, pledge or transfer any agreement or pledge of a Security for the purpose of paying off Company obligations to a third party, and in this case, the Security may or may not be registered in the name of the Client;
- Present a Security to a third party, and in this case, the Security may or may not be registered in the name of the Client;
- Return a different Security to the Client, than the initial Security.

8.8. The Company is not obliged to give an account of any income obtained by the Company as a result of the performance of any actions specified in this Article to the Client.

8.9. The Client is obliged to immediately hand over any funds or property under the Contract, subject to the conditions of the Contract, or any other requirements of the Company that would enable it to fulfill its obligations under any respective Contract with a third party.

8.10. If the Client fails to present any margin, deposit, or any other payable amount in accordance with these Terms with respect to any transaction, the Company may close any open position without prior notification to the Client, and use any income gained from such measures as payment for amounts due to the Company. Information regarding settlements is presented below in Item 9.2. and Article 20.

8.11. If the Client fails to conduct any payment at maturity, the Client shall pay the interest (for the period from the maturity to the payment fulfillment date) on the outstanding amount at the rate specified on the Company's official website when is applicable (see Item 12.3).

8.12. The Client is informed that the Company has the right, besides any other rights it may possess in accordance with these Terms or in accordance with legislation of Cyprus as a whole, to limit the amount of the Client's open positions (net or gross), and to ignore orders on opening new positions. Situations, wherein the Company may use this right, include, but not are limited to, situations when:

- the Company is justified in considering that the Client may be in possession of Insider Information;

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- the Company considers trade terms to be unfavorable; or
- the value of the Client's Security (as determined by the Company in accordance with Item 8.4.) becomes less than the minimum margin requirement as determined on the Company's official website <http://www.liteforex.eu/trading/account-types/>.

8.13. The Client must not allow their Account Balance to move into deficit. It will move into deficit if the sum of their cash balance plus profits on their open trades falls below the sum of the losses on their open trades and the Total Margin Required.

8.14. The Client's Available Balance may move into deficit at any time, including if:

- the Client incurs unrealized losses on one or more of their open trades;
- the Margin Factor relevant to one or more of the Client's open trades increases as described in Section 9;
- cash debits are applied to the Client's Account (for example, in respect of realized losses, commission, financing charges or corporate action adjustments); or
- a foreign exchange rate moves against the Client.

8.15. It is the Client's responsibility to monitor their Available Balance at all times in order to prevent it from moving into deficit. The Client may monitor his/her Balance online through the Trading Platform. If the Client has any working Orders and/or open trades, and the Client is aware that they will not have access to the Trading Platform for a certain period of time, they may consider paying additional funds into their Account to counter any unfavorable Instrument movement so as to reduce the risk of their Available Balance moving into deficit.

8.16. In the event of negative balance in a Client account, the Company applies the negative balance protection and recovers the loss of the Client to a zero balance, meaning that the Client does not have any debts to the Company.

## 9. Margin Trades

9.1. At the moment of opening of any Margin Trade between the Company and the Client, the Company may require a margin from the Client, equal to at least the Company's initial margin requirement, to be present on the Account.

9.2. The Company's initial margin requirement shall be applied during the entire term of the Margin Trade. The Client must make sure that the sufficient margin is present on the Account at any time. Whenever possible, the Company should notify the Client when margin requirements have not been met. If it happens that during the term of the Margin Trade, the margin available on the Account is not enough to fulfill the Company's margin requirements, the Client must reduce the number of open Margin Trades or transfer funds to the Company. Even if the Client reduces the number of open Margin Trades, the Company may close one, several, or all of the Client's Margin Trades or certain part(s) of a Margin Trade and/or redeem or sell securities or other assets on the Client's Account at its own discretion, assuming no responsibility towards the Client for such action.

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9.3. If the margin is insufficient (see Item 9.2.) the Company may close one, several, or all of the Client's Margin Trades; the Client shall expect, in the absence of any other agreement with the Company, that all open Client's Margin Trades will be closed.

9.4. If the Client opens more than one Account, the Company is entitled to transfer funds or a Security from one Account to another, even though such transfer necessitates closing Margin Trades or other transactions through the Account, from which the transfer is done.

9.5. The general margin requirements of the Company for different types of Margin Trades may be found on the Company's website. Nevertheless, the Company reserves the right to determine specific margin requirements for the individual Margin Trades.

9.6. In particular, the Client is informed that margin requirements are subject to change without notice. Once a Margin Trade is opened, the Company is not entitled to close the Margin Trade at its discretion, but only upon the Client's order or in accordance with the Company's rights stipulated by these Terms. Nevertheless, the Company is entitled to increase the margin requirements should the Company consider that its risk through the Margin Trade increased with respect to the risks present at the moment of opening, as follows:

9.6.1. The Margin Required for the Client's open trades may increase if the Client opens one or a number of trades of the same Instrument, such that their total trade size is in excess of our published Standard Position Size for that Instrument ("Standard Position Size"). Standard Position Sizes are set out on the Trading Platform and before a Client places an Order to open trades that will exceed the Standard Position Size, the Client should ensure that they understand how, by opening the trade, it will impact their Margin Factor. If the Client is in any doubt as to how the Margin Factor operates in this circumstance, they should contact the Company directly for an explanation.

9.6.2. The Company may increase its Margin Factors in relation to one or more of the Client's open trades without notifying the Client in the following circumstances:

- if at any time the Client has no open trades or pending Orders;
- if the Margin Factor (or its equivalent) for the Back to Back Trade is increased;
- if the Company reasonably anticipate, or if there is an actual occurrence of, excessive volatility in the Instrument and/or Instrument Currency that the Client is trading;
- if trading is suspended on the Instrument in which the Client has an open trade;
- if the Company reasonably believe, having taken into regard all the circumstances applicable to the Client's trading (including, but not limited to, circumstances where the Company become aware of adverse changes in the Client's financial position) it is necessary to do so in order to give the Company an increased level of security against the possibility of losses being realized on the closure of the Client's open trades; or
- following a Force Majeure Event or Corporate Action.

9.7. Any increase in the Margin Factor will be effective immediately. Any such increase will apply to existing open trades on the Client's Account as well as to any new trades. The Company shall notify the Client of any increase in the Margin Factor by changing the Information on the Trading Platform as soon as reasonably practicable.

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9.8. The Company may decrease its Margin Factors in relation to one or more of the Client's open trades without notifying the Client, at any time. The Company shall notify the Client of any decrease in the Margin Factor by changing the Information on the Trading Platform as soon as is reasonably practicable.

### 10. Accounts

10.1. The Company presents the Settlement/Trade Confirmation to the Client with respect to any trade or Contract entered into by the Company with, or for, the Client, as well as any open position that was closed by the Company for the Client. The Settlement/Trade Confirmations are usually presented following the settlement of a trade.

10.2. The Account Summary and Account Statement shall be presented to the Client by means of the Trading Platform. As a rule, the Account Summary will be periodically updated during the Company Business Day. As a rule, the Account Statement will be updated each Business Day with information from the preceding Business Day. In compliance with these Terms, the Client agrees that s/he will not expect any Account Statements or Account Summaries from the Company in printed form, except by special request.

10.3. Any notification or other message which shall be presented by the Company in accordance with the present Terms, including the Account Summary and the Settlement/Trade Confirmation, may be sent by the Company to the Client in electronic form via e-mail or output to a Client's Account Summary on the Trading Platform. For this purpose, the Client shall present to the Company his/her e-mail address. Any electronic message is deemed to be received by the Client if sent by the Company. The Company does not bear responsibility for any delay, alteration, redirection or any other change of the message after transfer by the Company. Any message is deemed to be received by the Client at the Trading Terminal after placement of the message by the Company on the Trading Platform. The Client is obliged to control his/her software and hardware to ensure unimpeded email receipt or access to the Trading Platform.

10.4. The Client must check the content of each document, including any documents sent by the Company in electronic form. Such documents shall be, in the absence of any obvious mistakes, deemed to be final, unless the Client notifies the Company in writing to the contrary, right after the receipt of such a document. If the Client considers that s/he settled a transaction or entered into a Contract, whereby s/he had to receive the Settlement/Trade Confirmation or any other mailing unit in the name of the Client, but the Client did not receive such confirmation, the Client shall let the Company know immediately when the Client should have received such confirmation. In absence of such information, the transaction or the Contract may be, at the Company's reasonable discretion, deemed non-existent.

## 11. Commission fees, charges and other expenses

11.1. The Client is under obligation to pay the Company the commission fees and charges specified in this document and on the Company's official website <https://www.liteforex.eu/trading/trading-instruments/>.

11.2. The Company is entitled to make any amendments in the aforementioned commission fees and charges without prior notice, if these amendments are made in favor of the Client, or are caused by external circumstances beyond the control of the Company.

These circumstances include:

- a change in the mutual relations of the Company counterparties, which can affect the Company expense pattern;
- a change in commission fees and charges collected by stock exchanges, clearing houses, information providers, or any other providers, levied on the Client by the Company.

11.3. The Company is entitled to make amendments in the aforementioned commission fees and charges subject to five working days prior notice, if:

- the market situation, including competitive behavior, requires a correction of the Company's terms;
- the Company modifies its general expense pattern and pricing for commercial purposes;
- essential information regarding the Client, on the basis whereof certain terms were provided, has changed.

11.4. Besides the aforementioned commission fees and charges, the Client is under obligation to pay all concomitant taxes, including VAT; charges collected by stock exchanges and clearing houses, make payments for keeping and delivery, as well as all other payments charged by the Company in connection with any Contracts and/or the maintenance of Client relations.

11.5. Besides the aforementioned, the Company is entitled to require a separate reimbursement by the Client of the following expenses:

- all unplanned expenses sustained as a result of work with the Client such as payments for telephone conversations, data transmission by fax, courier services, and postal expenses (in case of request by the Client of a hard copy of the Settlement/Trade Confirmation, Account Statements and any other documents), which may be presented by the Company in electronic form;
- any expenses sustained by the Company as a result of the Client's failure to act, including the reimbursement set by the Company in connection with sending repeated reminders, obtaining legal assistance, etc.;
- any expenses sustained by the Company in connection with the reaction on requests on the part of public authorities, including the reimbursement set by the Company for sending duplicates and enclosures, as well as the preparation of the document copies;
- administrative fees connected with depositing Securities, as well as any expenses sustained by the Company in connection with depositing a pledge (if any), including payment of insurance contributions;

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- any expenses sustained by the Company in connection with audit / reporting carried out upon the Client's request.

11.6. Payments are made either in the form of fixed amounts corresponding to the completed payments, or in the form of interest or hourly rates according to the volume of services provided. Methods of calculation may be combined. The Company reserves the right to set new charges.

11.7. The Company is entitled to share commission fees and charges with its partners, Introducing Brokers and any third parties, as well as to obtain remuneration from them with respect to Contracts in which the Company is participating. Information regarding any such remuneration, or sharing shall not be reflected on the respective Settlement/Trade Confirmation. The Company (or any of its partners) is entitled to earn profit from commission fees, extra charges or discounts, as well as any other remuneration for its role as Counterparty in a Contract.

11.8. The Company is under obligation to provide the Client information regarding the calculation method of commission fees, extra charges or discounts, or any other remuneration paid by the Company to any Introducing Broker or third party, upon reasonable request and to the best of its ability.

11.9. Unless the opposite is stipulated in these Terms, all amounts due to the Company (or Agents of the Company) under these Terms, to the discretion of the Company:

- are subject to being deducted from any financial assets of the Client, which are held by the Company;
- shall be paid by the Client according to any invoice, Settlement/Trade Confirmation, or other document.

11.10. With respect to operations executed under any OTC Contract, the Company is entitled to set the price at which it intends to execute any transaction with the Client. With the exception of any cases the Company uses the right to enter into a Contract granted to it in accordance with these Terms, the Client is under obligation to make a decision on entering into the Contract at the said price or to refuse thereof.

11.11. Besides the aforementioned, the Client is aware of, acknowledges, and agrees with the implication and existence of any additional indirect expenses sustained by him/her as a consequence of executed procedures described in Articles 12 and 14.

11.12. CFDs on Cash Indices and are subject to dividend adjustments. Based on ordinary dividends for the constituents of each index. Dividends are accrued on the ex-date and settled T + 3.

According to the estimate, the adjustment will be either credited or debited to a client's account. If a client has an opened long (buy) position, his/her account will be credited for the amount of a Dividend Adjustment. If a client has an opened short (sell) position, the amount will be debited from his/her account.

Dividend Adjustment is calculated by the following formula: Lot\*USD Adjustment.

## 12. Interest Rates and Currency Conversions

12.1. According to the following Item and unless otherwise provided for by an agreement in writing, the Company does not bear responsibility for:

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- payment in favor of the Client, of the interest on credit balances of any accounts, or any other amounts at the disposal of the Company; or
- informing the Client of interest obtained by the Company in connection with the aforementioned assets or any Contract.

12.2. The Client is entitled to obtain the interest on a positive balance of his/her own Net Free Equity. This interest is specified on the Company's official website <http://www.liteforex.eu/trading/trading-instruments>.

12.3. The Company is entitled to alter the aforementioned interest rates and/or the threshold values of the interest rate calculation without notice, if these alterations are made in favor of the Client or are caused by any external circumstances, beyond the control of the Company. These circumstances include:

- the alteration of internal or external currency or credit policy, the influence of such interest rates as the Company qualifies as essential;
- other modifications of interest rates, including on the currency and bond markets, qualified by the Company as essential;
- changes in the mutual relations with the Company's counterparties, which may influence the Company expense pattern.

12.4. The Company is entitled to alter the aforementioned interest rates subject to a one month's notice, if:

- the market situation, including competitive behavior, requires a correction of the Company's terms;
- the Company modifies the general pattern for setting commission fees, charges and pricing for commercial purposes;
- essential information about the Client, on the basis whereof certain terms were provided, have been modified.

12.5. The Company is entitled (but under no circumstances under obligation) to convert:

- any realized gain, losses, premium on an option, commission fees, interest charges and brokerage fee expressed in any currency different from the base currency of the Client (i.e. the currency, in which the Client's account is denominated) into the base currency of the Client;
- any deposits expressed in a national currency, to deposits expressed in any other national currency for the purposes of purchasing assets, the value of which is expressed in a currency different from the base currency of the Client.
- any funds of the Client, held by the Company, into any other currency, the availability of which is necessary or desirable, at the discretion of the Company, for fulfillment of Client obligations or as repayment of owed debt, expressed in the designated currency.

12.6. Currency conversion is carried out by the Company at a reasonable exchange rate, at the discretion of the Company. The Company is entitled to nominate an additional charge to the exchange rate. The standard amount of an additional charge is specified on the Company's official website, when is applicable.



### **13. Pledge Agreement**

13.1. All and any Security transferred by the Client to the Company, or being at the disposal of the Company or its Counterparties (and managed on behalf of the Client) constitutes the security for any responsibility which the Client may have to the Company at the moment or in future. The designated Security includes, with no limits, any Accounts credit balance, any Securities registered in the account books of the Company as belonging to the Client, as well as the value of any non-liquid futures contracts, into which the Client and the Company have entered.

13.2. If any obligations resulting from this document are not fulfilled by the Client, the Company is entitled to sell any Security provided as a pledge agreement immediately, without notice and without legal action. The above purchase and sale transaction shall be executed with funds at the Company's reasonable discretion and at the price the Company considers to be reasonably optimal.

### **14. Netting Agreement**

14.1. If on the same date each of the parties is obliged by the present Terms to pay, in favor of the other party, the same amount in the same currency, then in the mentioned case these payment obligations of both parties are subject to automatic maturity in accordance with the Netting Agreement. If the payment obligations are expressed in different currencies, then the Company shall execute conversion under provisions of Article 12.

14.2. If the total amount to be paid by one of the parties exceeds the total amount to be paid by the other party then the party, whose indebtedness is greater, shall pay in favor of the other party, the amount equal to the difference between the payments due, and the payment obligations of the both parties shall be subject to automatic maturity and termination.

14.3. If Client relationships are terminated under Article 20, all claims presented by each of the parties to the other party shall be fulfilled by netting (closed). The value of the opened Contracts shall be determined under the provisions set forth below, and the final amount to be paid by one of the parties constitutes the difference between the obligation payment amounts of both parties.

14.4. Contracts shall be closed according to market rates and tariffs in effect at the time the Company decides to close a Contract.

14.5. The Company is entitled to determine the rates and tariffs at its reasonable discretion, through obtaining offers for particular assets from a Market Maker or upon relying on the rates and tariffs presented in electronic financial information systems.

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14.6. Upon Contract value determination subject to netting, the standard difference between the rates determined by the Company is used, and all costs and any other payments are included.

14.7. The Netting Agreement is legally-binding once property interests are fulfilled and both parties' debt offset.

### 15. Aggregation and Split

In accordance with its Best Execution Policy, the Company is not entitled to combine Client orders with the orders of any persons affiliated with the Company and/or any persons associated with the Company, including its employees, and other clients. Moreover, when executing orders of the Client, the Company may split them. Orders will be combined, or split only if, in the Company's reasonable opinion, this completely corresponds with the interests of the Client.

### 16. Conflicts of Interests

The Company, as well as its affiliated persons, or any other persons, or companies associated with it, may have substantial interests, connections, or agreements for transactions or Contracts, as well as any recommendations provided by the Company in compliance with these Terms. Admitting these Terms and the Company's Conflict of Interest Policy (wherein the general nature and/or source of any conflict of interests is clearly described), the Client confirms that he acquainted him-self with the Policy and hereby gives his/her consent to the Company's Conflict of Interest Policy as published on the Company's website, in the Legal documents section. The Company undertakes to provide additional information on its management of Conflict of Interests upon request.

### 17. Counterparties of the Company

17.1. For the purpose of executing Client instructions, the Company may give similar instructions to the Counterparty chosen by the Company at its own discretion. Such steps shall be taken if the respective transaction is regulated by any stock exchange or market rules, whose members do not include the Company.

17.2. The Company does not bear responsibility for mistakes made by such Counterparties, with the exception of those cases when it has been proven that the Company failed to use proper caution when selecting a Counterparty.

### 18. Introducing Brokers

18.1. The Client may be introduced to the Company by an Introducing Broker. If this is the case, then the Company does not bear responsibility for whatever agreements are reached between the Client and his/her Introducing Broker. The Client admits that any such Introducing Broker acts either as an independent intermediary, or as an Agent of the Client, and that neither is authorized to give guarantees with respect to the Company or its Services.

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18.2. The Client is hereby notified separately that his/her agreement with the Introducing Broker may result in additional costs, since the Company may be obliged to pay commission fees or apply charges to this person.

18.3. The Client is also hereby notified separately that his/her agreement with the Introducing Broker may result in additional costs for the Client, since the Introducing Broker may deduct commission fees and charges, as well as the amounts of price adjustments, interest expenses, or financing costs for each transaction settled or charged to the Client's Account by the Introducing Broker or the Client personally.

18.4. If the Introducing Broker executes any debiting of the Client's Trading Account within the scope of an agreement between the Client and the Introducing Broker, then the Company bears no responsibility with respect to the existence or legal force of such an agreement.

18.5. The Company shall have no responsibility or liability to the Client for execution of instructions provided by the Introducing Broker. The Company is not obliged to monitor or otherwise obtain information or examine payment instructions, or any other documents (including, but not limited to, any trading documents), delivered by the Introducing Broker.

18.6. The Client admits and acknowledges his/her consent to the fact that frequent settlement of transactions may result in an overall amount of commission fees, charges, price adjustments, interest expenses or financing costs for such transactions that can be so considerable as to exceed the amount of net profit obtained from the respective transactions. The Client and the Introducing Broker jointly bear responsibility for the correct evaluation of commercial expedience of transactions subject to commission fees, charges, price adjustments, interest expenses or financing costs for those transactions paid from the Client's Account. The Company shall act exclusively as a custodian of assets, and a principal broker; therefore it bears no responsibility for the amount of commission fees, charges, prices and interest expenses paid by the Client.

18.7. All commission fees, charges, price adjustments, interest expenses or financing costs for transactions to be entered into are divided between the Introducing Broker, the Company, and third parties in accordance with the written instructions of the Introducing Broker and/or at the Company's discretion.

## 19. Default and Default Remedies

19.1. Provisions of this Item supply all other rights granted to the Company, or its affiliated persons within these Terms, including, but not limited to, the Pledge Agreement mentioned in Article 13, as well as any other rights granted to the Company under Cyprus laws.

19.2. The Company reserves the right to charge any amount due to the Client by the Company, or held by the Company in the interest of the Client (or to deduct from such amounts) any arrears the Client might owe to either the Company, liquidity providers, or its affiliated persons.

19.3. The Client hereby authorizes the Company to sell, execute an offset and/or realize in any manner, at the Company's discretion, at any time and without notice, all or part of the Client's assets and/or profit from such assets held or controlled by the Company, and its affiliated persons or Agents, as a means of discharging all or part of the Client's obligations to the Company or its affiliated persons.

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19.4. When default of obligations occurs due to the following:

- the Client did not make a payment or failed to perform another necessary action (according to these Terms), or required by the Company at its reasonable discretion;
- the Client failed to transfer funds required for execution by the Company to supply an asset under Contract, upon the onset of execution thereof;
- the Client failed to present or accept assets, which were the subject of the Contract, upon the onset of execution thereof;
- the Client died or was declared mentally unfit;
- an application was filed by the Client, in accordance with the Law of Cyprus on Bankruptcy, or any other statutory act effective with respect to the Client, or, if the Client represents a partnership, with respect to one or more members of the partnership, or, if the Client represents a company, if a temporary administrator, liquidator, trustee or similar officer was appointed with respect to it;
- if an application for liquidation, or introduction of temporary administration with respect to the Client was filed;
- if a court order was issued, or a resolution on liquidation, or introduction of temporary administration with respect to the Client was adopted (with the exception of any cases of a merger or reorganization, carried out by preliminary written approbation of the Company);
- if a procedure of seizure, recovery by enforcement, or any other similar procedure was initiated against Client property, and such procedure was not revoked (and payment under obligations was still not effected) within seven days;
- if realization of any security in the form of mortgage or lien becomes legally necessary with respect to the Client, and at the same time the pledge holder takes measures to exercise his/her right for this security;
- if any indebtedness of the Client or his/her subsidiary companies becomes subject to immediate repay (or if it may be declared such at any moment) prior to the planned date of repayment for the reason of nonfulfillment by the Client (or his/her subsidiary company) of his/her obligations, or if the Client (or his/her subsidiary company) failed to repay any amount of the indebtedness on time;
- if the Client failed to completely fulfill his/her obligations within the context of these Terms or any Contract, including failure to meet margin requirements;
- if any declarations made or guarantees given by the Client are untrue;
- if the Company or the Client received a request on closing of positions under a Contract (or any part thereof) from any regulatory authority; or
- if the Company considers such actions to be necessary for the protection of its interests or the interests of its affiliated persons.

19.5. When a default on obligations occurs, the Company is entitled to take, at its discretion, the following actions:

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- to sell, or realize in any manner, all or a part of any Client securities, assets or property, which may, at any moment, be in possession or under control of the Company, its affiliated persons, or Agents, and to require fulfillment of any guarantee;
- to purchase any security, investment instrument or other property, if it is necessary (or, in the Company's reasonable opinion, most probably may become necessary) for the Company to be able to fulfill its obligations under any contract; in this case the Client will reimburse the Company the entire amount of the purchase, together with any costs and expenses connected therewith;
- to deliver any securities or property to any third parties or to take other measures, which the Company considers expedient for closing positions under the respective Contract;
- to demand from the Client an immediate closing of positions under the Contract and execution of any calculations for them in the manner, which the Company considers necessary at its reasonable discretion;
- to carry out any currency operations at the rates and within the specific time limits, which the Company considers necessary for the purpose of fulfilling obligations under the respective Contract; and
- to reissue invoices for all or part of the assets specified on the debit or credit part of any Account (including replacement of the obligation of the Company or the Client on the supply of any asset with the obligation on payment of the amount equal to the market value of such asset (at the Company's reasonable discretion) at the moment of this reissue).

19.6. The Client hereby authorizes the Company to take all or any measures specified in this Article without his/her notification, and confirms that s/he agrees that the Company bears no responsibility for whatever consequences of taking the said measures, with the exception of cases which result from gross negligence on the part of the Company, and which transpired in the aforesaid matters. The Client shall sign all documents and take all actions ordered by the Company for the protection of the rights of the Company and its affiliated persons, in accordance with these Terms, or within the scope of any agreements between the Client and affiliated persons of the Company.

19.7. If the Company, in accordance with this Article, exercises its right to sell any Client securities or property, then it will carry out such sale without notifying the Client and without responsibility to him/her, but on behalf of the Client, and will enlist the earnings of such sales to discharge any obligations of the Client to the Company or its affiliated persons.

## 20. Client Warranties and Representations

20.1. The Client warrants and represents that:

- s/he is not legally incapable with respect to these Terms and Contracts, and transactions carried out in accordance with them, and that no applicable legislation thereto prevents him/her from respecting the obligations defined by these Terms, or to the Contracts and transactions set by them;

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- s/he has been duly authorized and has full power to operate according to these Terms (if the Client is not an individual - that s/he is duly authorized and has received all necessary corporate and other powers according to articles of association and other organization documents);
- investment tools and other assets supplied by the Client, in compliance with these Terms, will, at any moment, be free from encumbrances, retention rights, pledges and mortgages, and the Client shall be their beneficial owner;
- s/he observes all laws regulating his/her activity (including, but not limited to) all laws and instructions in the sphere of taxation, requirements of exchange regulating bodies, and registration requirements; and
- all information provided by the Client to the Company, is complete and accurate, and under no circumstances is misleading.

20.2. It is considered that the Client abides by the above-mentioned representations and warranties throughout the entire period of cooperation with the Company, and each time the Client gives the Company instructions.

## 21. Indemnification and Limitations of Liability

21.1. Company shall not be liable to the Client for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

21.2. The Client is obliged to compensate the Company for any damages, taxes, expenses, costs or liabilities of whatever nature (including current, future, conditional or other, including reasonable legal costs), suffered by the Company as a result of, or in connection with any of the following:

- when these Terms have been breached by the Client;
- when the Company enters into any transaction; or
- when the Company takes measures, which it has the right to take, if a Fact of default on obligations occurs;
- to the extent that the specified losses, taxes, expenses, costs and liabilities have been suffered, but not as a result of serious neglect of duty or intended default on obligations by the Company.

21.3. The specified right for indemnification is also effective after cooperation with the Client has been terminated.

21.4. The Company bears no responsibility for:

- any losses (including indirect and other collateral losses), expenses, costs or liabilities (together referred to as "Losses"), suffered by the Client as a result of, or in connection with, the provision of Services, to the extent that the specified losses suffered were not a result of serious neglect of duty or intended default of obligations by the Company;

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- any losses caused by actions of the Company, with-in the limits of realization of its rights, stipulated in these Terms, or
- any indirect and other collateral losses suffered by the Client, regardless of whether they were related to Company negligence.

21.5. The Client separately acknowledges, confirms, and accepts that market recommendations and information provided by the Company are not offers to purchase or sell (or the attempt to receive offers to purchase or sell) Contracts; and that such recommendations and information, despite their coming from sources the Company considers reliable, are exclusively based on a broker's opinion; and that such information can be incomplete or unverified, or cannot be verified theoretically. The Company gives no guarantees and bears no responsibility for the accuracy or completeness of such information or trading recommendations given to the Client.

## 22. Confidentiality and Information Disclosure

22.1. Neither party has the right to disclose information regarding business, investments, financial situations or other confidential issues of the other party, which it came to know while executing its obligations. Each party shall make all reasonable efforts to prevent such disclosure. At the same time, this provision is not valid if it is necessary for a party to disclose information under the current legislation, is required by legislative or supervising bodies, or other persons who are empowered by the law to request such information disclosure, or if information disclosure is necessary for this party to be able to completely execute its obligations under these Terms.

22.2. By accepting these Terms, the Client authorizes the Company to disclose information about the Client if such disclosure is required by any law, rule (including applicable Market rules) or requirements of a regulating body, without notifying the Client prior to this. Moreover, the Company is entitled to disclose necessary and required information about the Client to third parties in the Republic of Cyprus, or outside of it, in order to facilitate the transfer of funds from the Client's credit card.

22.3. By accepting these Terms, the Client allows the Company to give personal information, provided by the Client to the Company, to any duly-licensed financial institution in the Liteforex Group, in compliance with the Cyprus Law governing Personal Information Collection. Moreover, the Company can use such information in any organization within the Liteforex Group for providing trading recommendations, information on trading operations, sales, and marketing, including information on new products and services. The Company can also share such information with third-party agencies, which, by order from the Company, carry out analysis of Client information for further use by the Company sales and marketing departments. Finally, the Company can also share such information with any Introducing Broker to perform financial and legal expertise, and to state account transactions.

22.4. **FATCA Reporting:** the Company, its Affiliates and its and their agents and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA or other Applicable Regulations, including disclosures between themselves and to Governmental Authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws, or banking secrecy laws.

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22.5. **Other Reporting:** without prejudice to any provision of the Agreement relating to information or data or its disclosure, the Client consents to the disclosure by the Company, its Affiliates, and its and their agents and service providers of any information or data in connection with or relating to the Client, the Agreement, and/or any Transaction (including, without limitation, pricing data) to: (i) the extent that the Company determines it required, permitted or desirable to comply with Applicable Regulations and (ii) the extent not permitted by Clause 1.4 (i) above, if such disclosure is made to any trade repository registered in accordance with Article 55 of EMIR or recognized in accordance with Article 77 of EMIR, or one or more systems or services operated by any such trade repository.

22.6. **Recording of Telephone Calls:** the Client acknowledges that the Company might record telephone conversations between the Client and the Company without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be the Company's sole property and accepted by the Client as evidence of the Orders or instructions given.

## 23. Amendments

The Company has the right to change these Terms at any time by notifying the Client at least 5 working days beforehand, including, but not limited to, notification by e-mail. The specified amendments become effective on the day indicated in the text of the notification.

## 24. Cancellation

24.1. Relations with the Client are completely valid up until their termination.

24.2. Either party has the right to terminate cooperation immediately by written notification of the other party. The termination of cooperation does not influence rights and obligations which appeared during that cooperation.

24.3. When terminating cooperation, the Company and the Client undertake to execute all Contracts already signed, or in the process, and these Terms will remain valid for both parties for all transactions related to the specified operations. The Company has the right to subtract all its monies before transferring credit balances to the Client from his/her Account, and also to postpone the specified transfer until all Contracts between the Company and the Client have been settled and closed. Besides, the Company has the right to request that the Client refund all expenses required to cover the transfer of his/her investment sums.

24.4. The Company may terminate the Agreement immediately without giving any notice in the following cases:

- a. Death of the Client;
- b. In case a decision of bankruptcy or winding up of the Client is taken through a court of law or through the submission of an application for the aforementioned;
- c. Termination is required by any competent regulatory authority or body;



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- d. The Client violates any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;
- e. The Client violates any law or regulation to which he is subject, including, but not limited to, laws and regulations relating to exchange control and registration requirements;
- f. The Client involves the Company directly or indirectly in any type of fraud.
- g. An Event of Default (as defined in Section 20 of this Agreement) occurs.

24.5. The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

- a. any pending fee of the Company and any other amount payable to the Company;
- b. any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- c. any damages which arose during the arrangement or settlement of pending obligations.

24.6. In case of breach by the Client in accordance with Paragraphs 24.5(e) and 24.6 (f), the Company reserves the right to reverse all previous transactions which place the Company's interests and/or all or any its clients' interests at risk before terminating the Agreement.

## 25. Regulatory Body and Investor Compensation Fund

25.1. Company activity is regulated by the Cyprus Securities and Exchange Commission.

25.2. If the Company goes bankrupt, Client's deposits are protected by the Investor's Compensation Fund. The details of the Fund and rules for its functioning are disclosed on the Company's website and Client hereby agrees that s/he has made themselves acquainted with the relevant information.

25.3. If the Client does not have complete coverage of his/her cash deposits with the Company, the Investor Compensation Fund for Clients of Cyprus Investment Firms gives coverage for up to 20,000 Euros, according to Cyprus law.

## 26. Complaints and Disputes

26.1. The Client can raise a question or report a problem to an Account Manager or other Company employee via the website of the Company <http://www.liteforex.eu/feedback/>

26.2. If the Client did not receive a satisfactory response, the Client can send a written complaint to the Company's Compliance Department, by filling in the complaint form available in the "Complaints and suggestions" category on the official Company's website [http://www.liteforex.eu/feedback.](http://www.liteforex.eu/feedback/)

In this case, the Compliance Department is under obligation to immediately and completely investigate the complaint.

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26.3. Without prejudice to any of the Company's other rights under these Terms, in case of a dispute between the Client and the Company over a Margin Trade or alleged Margin Trade or any instruction relating to a Margin Trade, the Company is entitled (at its reasonable discretion) and without notice, to close any such Margin Trade or alleged Margin Trade if the Company reasonably believes such action to be desirable for the purpose of limiting the maximum amount involved in the dispute. The Company shall not be responsible to the Client in connection with any subsequent fluctuations in the level of the relevant Margin Trade. If the Company closes a Margin Trade under this Item such action shall be without prejudice to the Company's right to contend that such Margin Trade had already been closed by the Company or was never opened by the Client. The Company shall take reasonable steps to inform the Client that the Company has taken such action as soon as practicable after doing so. Where the Company closes a Margin Trade or alleged Margin Trade in accordance with this Item, the closing shall be without prejudice to the Client's rights to open a new Margin Trade, provided that such Margin Trade is opened in accordance with these Terms. When calculating margin or other funds required for such Margin Trade, the Company is entitled to do so on the basis that the Company's view of the disputed events or instructions is correct.

## 27. Governing Law and Choice of Jurisdiction

27.1. The Client relationship and these Terms are subject to and shall be construed in accordance with Cyprus Law as the sole and exclusive governing law.

27.2. The Client and the Company have agreed that the District court of Limassol, Cyprus, has exclusive jurisdiction and is an exclusive place for adjudication on cooperation with the Client, these Terms, and all issues that may arise between the Client and the Company. At the same time the Company reserves the right to initiate trials in any court of appropriate jurisdiction, and in any country it considers appropriate, including ,but not limited to, the countries in which the Client resides or is a citizen, and the countries where the Client's assets are held.

27.3. This Article is also effective once cooperation with the Client has ceased.

## 28. Miscellaneous

28.1. If at any moment of time, any provision of these Terms becomes illegal, void or unfeasible within the limits of legislative jurisdiction, it shall in no way influence the legality, validity or feasibility of other provisions of these Terms, within the limits of such legislative jurisdiction, as well as legality, validity and feasibility of the above-mentioned provision, within the limits of any other legislative jurisdiction.

28.2. The Company does not bear responsibility to the Client for failure to execute or delay in executing its obligations according to these Terms, if such failure or delay was directly or indirectly caused by circumstances beyond its reasonable control. Such force majeure circumstances include, but are not limited to: technical problems (for example, telecommunication equipment malfunctioning), impossibility to access the Company website (for example, shutting down for maintenance), declared or inevitable war, revolution, mass rioting, acts of God, changes in legislation, actions of state bodies, strikes, lock-outs, boycotts or blockade, regardless of whether the Company is

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a party to the conflict, and including those cases when the specified circumstances influence only a part of the Company's functions.

28.3. If a Client's joint exposition on one or more Margin Trade reaches the level, which (with unfavorable market development) causes insufficiency of deposits, or the Client's margin in the Company no longer covers the losses of his/her positions, the Company has the right, under its reasonable discretion to:

- increase the amount of the requested margin; and/or
- reduce the Client's exposition by closing one, several, or all open positions.

28.4. Moreover, the Company has the right to state, under its reasonable discretion, whether an extreme situation or exceptional circumstance occurs in the market. The specified circumstances include, (but are not limited to) the following: temporary suspension or termination of trade on any market; no event or impossibility to organize such an event as is essential in order for the Company to provide quotations; excessive fluctuations in the amount of a position on any Margin Trade and/or in a corresponding active market; and also reasonable Company expectations about the possibility of such fluctuations. In these cases the Company can increase the amount of the required margin, close any (or all) of the Client's open Margin Trades, and/or suspend or modify all or any provisions of these Terms, including, but not limited to, changing the time for terminating trading on a respective Margin Trade, to the extent that the existing circumstances make meeting such requirements by the Company impossible or highly unlikely.

28.5. The Client cannot transfer his/her rights or obligations to third parties according to these Terms, or within the limits of any Contract. The Company can transfer its rights or obligations to any governed financial institution.

28.6. The Company has the right to introduce additional terms for operations implementation depending on types of various investments, tools and groups of Clients. The Client recognizes, confirms and accepts that:

- the aforementioned additional terms for implementing operations granted to Clients are in addition to these Terms; and
- the Client shall not undertake any actions until s/he understands and accepts the terms of how implementing the operations are applied to certain investments, tools, and groups of Clients. Despite the above-stated terms, actions undertaken by the Client that infringe upon the items stated in this Item shall be considered to be undertaken in such a manner as though requirements of this Item were completely observed.

28.7. Established by these Terms rights and remedies at law have cumulative nature and include any rights or remedies at law, stipulated by law.

28.8. No delay in use, non-use, partial use or legal abuse of any rights, powers or the remedies at law by the Company provided under the legislation or these Terms:

- Infringe or prevent from further or other use of such rights, powers or remedies at law; and
- is a refuse to use such rights, powers or remedies at law.

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28.9. Neither consent to the request to allow nonfulfillment of any provision of these Terms shall (if otherwise is not agreed by allowing party in writing) be interpreted as consent for future non-fulfillment of such provision, nor permission for prolonging current nonfulfillment for which consent was given.

28.10. The Client hereby acknowledges consent to all transactions entered into with the Company, and which were executed prior to admitting by the Client to these Terms, and agrees that his/her rights and obligations under these transactions shall be regulated by the present Terms.

28.11. Admitting these Terms on behalf of any corporation or other legal entity, the signatory represents and guarantees that s/he is authorized to act on behalf of such corporation or other legal entity, and that his/her signing of these Terms, with all obligations stipulated therein, shall be effective for such corporation or other legal entity. If it occurs later on that the signatory was not duly authorized to sign documents legally operative for such corporation, or other legal entity, then the Company shall have the right to retribute to such person. Besides, the signatory will have to indemnify the Company for any losses, damage, costs, or obligations incurred by complaints or claims against the Company as a result of the signatory holding out to be authorized to act and bind any such corporation or legal entity.

28.12. The Client shall be ready to exchange information with the Company in English, and any other language requested by the Company for these purposes.

28.13. The Company or any third parties can provide the Client with the translation of these Terms. In this case, only the initial version in English shall be effective for the Client and the Company. If there are any discrepancies between the initial version in English and translations to any other languages possessed by the Client, the initial version in English, available on the Company website <http://www.liteforex.eu> shall prevail.

28.14. The Client acknowledges that the Company may not operate during important European holidays.

## Risks Disclosure for Operations with Foreign Currency and Derivatives

This short warning, being an addition to the General Business Terms, is not intended to mention all risks and other important aspects of operations with foreign currency and derivatives. Considering the risks, you should not settle transactions of the aforementioned products if you are not aware of the nature of the contracts you enter into, the legal aspects of such relations within the context of such contracts, or the degree of your exposure to risk. Operations with foreign currency and derivatives are connected with a high level of risk; therefore it is not suitable for many people. You have to thoroughly evaluate to what extent such operations are suitable for you, taking into consideration your experience, aims, financial resources and other important factors.

### 1. Operations with Foreign Currency and Derivatives

#### 1.1. "Leverage" or the "Gearing" effect.

Leveraged trading means that potential profits are magnified; it also means that losses are magnified. The lower the margin requirement, the higher the risk of potential losses if the market moves against you. Sometimes the margins required can be as little as 0.5%. Be aware that when trading using margin, your losses can exceed your initial payment and it is possible to lose much more money than you initially invested.

The amount of the initial margin may seem small in comparison with the value of the foreign currency contracts or derivatives, since the "leverage" or "gearing" effect is used therein, in the course of trade. Relatively inconsiderable market movements will have proportionally increasing impact on the amounts deposited, or intended to be deposited by you. This circumstance may work either for you, or against you. When supporting your position, you may incur losses to the extent of the initial margin, and any additional sums of money deposited in the Company. If the market started moving in the opposite direction of your position, and/or the amount of the required margin increased, then the Company may require you to urgently deposit additional sums of money to support the position. Failure to meet the requirement to deposit additional sums of money may result in the closing of your position/s by the Company, and you will bear the responsibility for any losses or lack of funds connected therewith.

#### 1.2. Orders and Strategies reducing the risk.

Placement of certain orders (for example, "stop-loss" orders, if this is allowed by local legislation, or "stop-limit" orders), which restrict the maximum amount of losses, may turn out to be inefficient if the market situation makes the execution of such orders impossible (for example, upon illiquidity of the market). Any strategies using combinations of positions, for example, "spread" and "straddle" may not be less risky than those connected with common "long" and "short" positions.

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### 2. Additional risks specific to transactions with foreign currency and derivatives

#### 2.1. Conditions for entering into contracts.

You need to obtain from your dealing firm detailed information about the conditions for entering into contracts, and any obligations connected therewith (for example, about the circumstances wherein you may accrue the obligation to carry out or accept delivery of any asset within the framework of a futures contract, or, in the case of an option, information about the expiration dates and the time limitations for executing options). Under some circumstances, a stock exchange or clearinghouse may change the requirements of unsettled contracts (including the strike price), to reflect changes in the market of the respective asset.

#### 2.2. Suspension or restriction of trade, price correlation.

Certain market situations (for example, illiquidity) and/or the operating rules of some markets (for example, suspension of trade with respect to contracts or months of contracts, due to an excess in the limits of price changes) may increase the risk of losses incurred, since executing transactions or squaring/netting positions becomes difficult or impossible. Losses could increase, if you sell options.

A well-grounded interconnection does not always exist between prices of the asset and the derivative asset. The absence of a benchmark price for an asset may make a “fair value” estimation difficult.

#### 2.3. Deposited funds and property.

You should familiarize yourself with protective instruments, within the limits of the Security deposited by you in the form of cash or any other assets, when executing an operation either inside the country or abroad, especially if insolvency or bankruptcy of a dealing firm could be an issue. The extent to which you can return your cash or other assets is regulated by the legislation and local country standards wherein the Counterparty carries out its activities.

#### 2.4. Commission fees and other charges.

Prior to participating in any trades you should get clear details on all commission fees, remunerations and other charges that will need to be paid by you. These expenses will affect your net financial result (profit or loss).

#### 2.5. Transactions in the other jurisdictions.

Execution of transactions on markets in any other jurisdictions, including markets formally connected with your internal market, may result in additional risks for you. Regulation of the aforementioned markets may differ from yours in degree of investor protection (including a lower degree of protection). Your local regulatory authority is unable to ensure compulsory compliance to the rules determined by regulatory authorities or markets in other jurisdictions in which you execute transactions.

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### 2.6. Currency risks.

Profits and losses of transactions with contracts redenominated in a foreign currency that differs from the currency of your account are affected by exchange rate fluctuations (when converted from the contract currency to the account currency).

### 2.7. Liquidity risk.

Liquidity risk affects your ability to trade. It is the risk that your CFD or asset cannot be traded at the time you want to trade (to prevent a loss, or to make a profit). In addition, the margin you need to maintain as a deposit with the CFD provider is recalculated daily in accordance with changes in the value of the underlying assets of the CFDs you hold. If this recalculation (revaluation) produces a reduction in value compared with the valuation on the previous day, you will be required to pay cash to the CFD provider immediately in order to restore the margin position and to cover the loss. If you cannot make the payment, then the CFD provider may close your position whether or not you agree with this action. You will have to meet the loss, even if the price of the underlying asset subsequently recovers. There are CFD providers that liquidate all your CFD positions if you do not have the required margin, even if one of those positions is showing a profit for you at that stage.

To keep your position open, you may have to agree to allow the CFD provider to take additional payments (usually from your credit card), at their discretion, when required to meet relevant margin calls. In a fast moving, volatile market you can easily run up a large credit card bill in this way.

### 2.8. 'Stop loss' limits.

To limit losses, many CFD providers offer you the opportunity to choose 'stop loss' limits. This automatically closes your position when it reaches a price limit of your choice. There are some circumstances in which a 'stop loss' limit is ineffective, for example, where there are rapid price movements, or market closure. Stop loss limits cannot always protect you from losses.

### 2.9. Execution risk.

Execution risk is associated with the fact that trades may not take place immediately. For example, there might be a time lag between the moment you place your order and the moment it is executed. In this period, the market might have moved against you. That is, your order is not executed at the price you expected.

Some CFD providers allow you to trade even when the market is closed. Be aware that the prices for these trades can differ widely from the closing price of the underlying asset. In many cases, the spread can be wider than it is when the market is open.

### 2.10. Counterparty risk.

Counterparty risk is the risk that the provider issuing the CFD (i.e. your counterparty) defaults and is unable to meet its financial obligations. If your funds are not properly segregated from the CFD provider's funds, and the CFD provider faces financial difficulties, then there is a risk that you may not receive back any monies due to you.

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### 2.11. Trading systems.

The majority of usual “voice” and electronic trading systems use computer devices for routing orders, balancing operations, registering and clearing transactions. As with other electronic devices and systems, these are subject to temporary failure and faulty operation. Your chances for reimbursement of certain losses may depend on the limits of liability determined by the supplier of the trading systems, markets, clearinghouses and/or dealing firms. Such limits may vary; it is necessary for you to get detailed information from the dealing firm on this matter.

### 2.12. Electronic trading.

Trading executed using any Electronic Communications Networks may differ not only from trading on any usual “open-outcry” market, but also from trading where other electronic trading systems are used as well. If you execute any transactions on an Electronic Communications Network, you bear the risks specific to such system, including the risk of a failure in the operation of the hardware or software.

System failure may result in the following: Your order may not be carried out in accordance with instructions; an order may not be executed at all; it may be impossible to continually receive information on your positions, or to meet margin requirements.

### 2.13. Over-the-counter operations.

In a number of jurisdictions, firms are allowed to carry out over-the-counter operations. Your dealing firm may act as counterparty for such operations. The special feature of such operations lies in the complexity or impossibility of closing positions, estimating values, or determining the fair price or exposure to risk. For the aforementioned reasons, these operations may be connected with increased risks. The regulation governing over-the-counter operations may be less strict or provide a particular regulatory mode. You will need to become familiar with the rules and risks connected therewith, prior to executing such operations.

### 2.15. Market information.

Any market information, reports, education videos and ebooks provided by the Company to the Client is for informative purposes only, and in no way should be considered as a recommendation or investment advice based on the personal circumstances or investment objectives of the Client to engage into a transaction with the Company; therefore, a Client agrees and accepts that by using such information, the Company shall not be held responsible for any decision by the Client to enter into a financial instrument contract with the Company, and all transactions entered into with the Company are independent decisions made by the Client. Any materials supplied do not provide any warranties and representations regarding the contents, accuracy or completeness of the information, therein, the Company expressly disclaims liability for errors, omissions, interruptions or inaccuracies in the materials and information. The Company is not acting as an advisor or serving as a fiduciary to the Client; the Client acknowledges that it enters into any Transactions relying only on its own judgment and has no liabilities, claims, damages, costs and expenses, including attorney fees in relation to any market information provided by the Company.



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### 2.15. Market recommendations.

Any market recommendations provided are generic only and may or may not be consistent with the market positions or intentions of the Company and/or its affiliates. The generic market recommendations of the Company are based upon information believed to be reliable, but the Company cannot and does not guarantee the accuracy or completeness thereof or represent that following such generic recommendations will reduce or eliminate the risk inherent in trading Financial Instruments.

These Terms are effective from August 1, 2014 and shall remain effective until a more recent version is released.

The prevailing version of these Terms is always available on the Company's official website at [www.liteforex.eu](http://www.liteforex.eu)