Top Markets Solutions Ltd

(Regulated by the Cyprus Securities & Exchange Commission)

CLIENT AGREEMENT

Earn
Online Broker

August 2025

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RECITALS

This Client Agreement is entered by and between Top Markets Solutions Ltd a company incorporated in the Republic of Cyprus under registration number HE 272810 and with registered office at 5 Esperidon, 4th floor, 2001 Nicosia, Republic of Cyprus (hereinafter called "the Company") and the client who has completed the "Application to Open a Personal/Corporate Margin Trading Account" Form (hereinafter called "the Client"). The Company and the Client together shall be referred to as "the Parties".

The Company is authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2007, Law 144(I)/2007, as subsequently amended from time to time ("the Law") and entered on the CySEC's Register of Cyprus Investments Firms (CIF) on 14 December 2011, with CIF Number 158/11.

The Client has requested the Company to provide him with the Services against payment of commissions, charges and other related costs referred to under clause 13 herein below and the Company wishes to provide the Services against said consideration.

This Client Agreement, the Risk Disclosure and Acknowledgement document, the Services document, the Client Categorisation Policy document, the Investor Compensation Fund Document, the Conflict of Interest Policy, the Client Complaint Procedure, the Best Execution Policy, the Leverage Policy, the Anti Money Laundering Policy, the Deposits and Withdrawals Policy, the Privacy Policy, and the Terms and Conditions for Earn Invest, constitute the Operative Agreement and lay out the terms and conditions upon which the Company will deal with the Client in relation to the Instruments and also sets out the basis on which the Company will enter into Transactions with the Client and governs each Transaction entered into or outstanding between the Client and the Company on or after the date that this Agreement comes into effect. In order to better understand the key features of the products offered by the Company, the Client is advised to check the Company's products' PRIIP Key Information Documents (KIDs).

The Operative Agreement is subject to the laws of the Republic of Cyprus, whether or not its terms and conditions are accepted by the Client and will be conducted in the English language unless otherwise agreed with the Client.

Note: The English version of this agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.

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1. Definitions

In this Agreement, the following words shall have the following meanings:

"Access Data" shall mean the Client's access codes, any login code, password(s), his Trading Account number and any information required to make Orders with the Company (attached as Schedules to this Operative Agreement).

"Affiliate" shall mean any legal entity or natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company by directing internet traffic to the Company website as per the provisions of the "Affiliate Program Agreement" entered into between the Parties.

"Applicable Rate" shall mean:

(a) Federal Funds Rate, if the currency of the Trading Account is US dollars;

(b) Key European Central Bank (repo) Interest Rate, if the currency of the Trading Account is Euros.

"Applicable Regulations" shall mean:

(a) CySEC Regulations or any other rules, announcements, decisions, circulars and/or regulations of a relevant regulatory authority;

(b) the rules of the relevant market and

(c) all other applicable laws and regulations as in force from time to time in any jurisdiction.

"Application to Open a Personal/Corporate Margin Trading Account Form" shall mean the Application to open a personal/corporate Margin Trading account form completed electronically by the Client at https://my.earn.eu and accessed through the Website.

"Ask" shall mean the higher price in the Quote being the price at which the Client may buy.

"Balance" shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.

"Base Currency" shall mean currency, in which the Account and all balances, commission fees and charges relating to the Account are denominated.

"Bid" shall mean the lower price in the Quote being the price at which the Client may sell.

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"Business Day" shall mean any day between Monday and Friday, inclusive, other than the [2]5th of December, or 1 January or any other public holiday, pursuant to the Interpretation Law, Cap.1, as amended and/or as announced by the Company on its Website.

"CFD" shall mean Contracts for Difference on individual Securities, and/or baskets of Securities, equity indices, metals, futures on equities and commodities, and/or currencies.

"Client Terminal" shall mean the MetaTrader software version 4 and version 5, which is used by the Client in order to obtain information of financial markets in real-time, to make technical analysis of the markets, Transactions, place/modify/delete Orders, as well as to receive notices from the Company. The software can be downloaded on the Website free of charge.

"Completed Transaction" shall mean two counter deals of the same size (opening a position and closing).

"Credit" shall mean any amounts of funds credited to the Client's trading account by the Company, which doesn't belong to the Client and is thus not recognized as the Client's Equity, and that may be used by the Client according to terms and conditions of Credit as provided by the Company

"Currency of the Trading Account" shall mean the currency that the Client chooses when opening the Trading Account.

"Currency Pair" shall mean the object of a Transaction based on the change in the value of one currency against the other.

"CySEC" shall mean the Cyprus Securities and Exchange Commission.

"Dispute" shall mean either: a) the conflict situation when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of the Operative Agreement or

(b) the conflict situation when the Company reasonably believes that the Client as a result of any action or failure to act breaches one or more terms of the Operative Agreement or(c) the conflict situation when the Client makes a deal at an Error Quote (Spike), or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Client because a Dealer made a Manifest Error or because of a software failure of the Trading Platform.

"Equity" shall mean: Balance + Floating Profit - Floating Loss.

"Error Quote (Spike)" shall mean an error Quote with the following characteristics:

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(a) a significant Price Gap and

(b) in a short period of time the price rebounds with a Price Gap and

(c) before it appears there have been no rapid price movements and

(d) before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released and

(e) any other criteria which allow the Company to treat this quote as out of the market. The Company shall have the right to delete Error Quotes (Spikes) from the Server's Quotes Base.

"Event of Default" shall have the meaning given in clause 24.

"Financial Instruments" means any of the instruments specified in Part III of the Third Appendix of the Law 144(I)/2007, as amended.

"Expert Advisor" shall mean any automated trading system which is designed to automate trading activities on the Trading Platform. It can be programmed to alert the Client of a trading opportunity and can also trade the Client's account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

"Floating Profit/Loss" shall mean current profit/loss on Open Positions calculated at the current Quotes.

"Force Majeure Event" shall have the meaning as set out in clause 25.

"Free Margin" shall mean funds on the Trading Account, which may be used to open a position. It is calculated as Equity less Necessary Margin.

"Hedged Margin" shall mean the Margin required by the Company sufficient to open and maintain Matched Positions. The details for each Instrument are in the Trading Conditions.

"Indicative Quote" shall mean a Quote at which the Company has the right not to accept any Instructions or execute any Orders.

"Initial Margin" shall mean the Margin required by the Company to open a position. The details for each Instrument are in the Trading Conditions.

"Instruction/Order" shall mean an instruction from the Client to the Company to open/close a position or to place/modify/delete an Order.

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"Instrument" shall mean a derivative including but not limited to a CFD.

"Introducer" shall mean any legal entity or natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company by directing internet traffic to the Company website and who may have personal contact with the clients as per the provisions of the "Introducer Agreement" entered into between the Parties.

"Leverage" shall mean ratio of the value of transaction and Initial Margin, required for the transaction.

"Long Position" shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"Lot" shall mean a unit of Securities Base Currency or troy oz. of Precious Metal in the Trading Platform.

"Lot Size" shall mean the number of shares, Underlying Assets or units of Base Currency, or troy oz. of Precious Metal in one Lot defined in the Trading Conditions.

"Manifest Error" is any error that the Company believes to be obvious, evident and tangible. In deciding whether an error is a Manifest Error, the Company may take into account all relevant information including, but not limited to, prevailing market conditions and, within reason, human error. As such, the Company reserves the right to render void from the outset, or within any reasonable time thereafter, any Order which appears to contain, or be based upon, a Manifest Error. The Company also reserves the right to make any reasonable amendments to the details of the resulting Transaction in the Company's sole discretion and/or to consult with the Client where appropriate in relation to Manifest Errors.

"Margin" shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Trading Conditions for each Instrument.

Market Execution – - Order technology used for executing market orders depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the best available price on the market at the time of execution.

"Matched Positions" shall mean Long and Short Positions of the same Transaction Size opened on the Trading Account for the same Instrument.

"Necessary Margin" shall mean the Margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Trading Conditions.

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"Open Position" shall mean a Long Position or a Short Position which is not a Completed Transaction.

"Operative Agreement" shall mean together this Client Agreement, the Risk Disclosure and Acknowledgement document, the Services document, the Client Categorisation Policy document, the Investor Compensation Fund Document, the Conflict of Interest Policy, the Client Complaint Procedure, the Best Execution Policy, the Anti Money Laundering Policy, the Privacy Policy, The Deposits & Withdrawals Policy, and the Terms and Conditions for Earn Invest.

"Order Level" shall mean the price indicated in the Order.

"Pending Order" shall mean an Instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

"Precious Metal" shall mean spot gold or spot silver.

"Price Gap" shall mean the following:

(a) the current Quote Bid is higher than the Ask of the previous Quote or

(b) the current Quote Ask is lower than the Bid of the previous Quote.

"Professional Client" shall mean a Professional Client for the purposes of the Applicable Regulations as defined in the Client Categorisation Policy document, attached in the Schedules.

"Quote" shall mean the information of the currency price for a specific Financial Instrument, in the form of the Bid and Ask prices.

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

"Quotes Base" shall mean Quotes Flow information stored on the Server.

"Quotes Flow" shall mean the stream of Quotes in the Trading Platform for each Instrument.

"Rate" shall mean the following:

(a) for the Currency Pair: the value of the Base Currency in the terms of the Quote Currency or
(b) for the Precious Metal: the price of one troy oz. worth of the Precious Metal against the US dollar or any other currency specified in the Trading Conditions for this Instrument.

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"Request" shall mean a telephone request from the Client to the Company given to obtain a Quote. Such a Request shall not constitute an obligation to make a Transaction.

"Risk Disclosure and Acknowledgement" shall mean the Risk Disclosure and Acknowledgement attached in the Schedules to this Operative Agreement.

"Securities" shall mean privileged and non-privileged shares, treasury bonds, promissory notes, warrants, futures and option contracts, deposit certificates and other securities of every type and description and other property and investments

"Schedules" shall mean the Risk Disclosure and Acknowledgement document, the Services document, the Client Categorisation Policy document, the Investor Compensation Fund Document, the Conflict of Interest Policy, the Client Complaint Procedure, the Order Execution and Best Execution Policy, the Leverage Policy the Anti Money Laundering Policy, the Privacy Policy, the Deposits & Withdrawals Policy, and the Terms and Conditions for Earn Invest and they shall all constitute an integral part of this Operative Agreement.

"Server" shall mean the trading server of MetaTrader Server program, version 4 and version 5. The program is used to execute the Client's Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company, subject to the Operative Agreement.

"Services" shall mean the services provided by the Company to the Client as set out in clause 5.

"Short Position" shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

"Spread" shall mean the difference between Ask and Bid.

"Stop Out" shall mean a condition where the Company will close all open positions at the current or most recent prices.

"Earn Invest " shall mean the Service provided by the Company to the Client under the Terms and Conditions set out in Schedule 11 below.

"Trading Account" shall mean the unique personified registration system of all Completed Transactions, Open Positions, Pending Orders and deposit/withdrawal transactions in the Trading Platform.

"Trading Conditions" shall mean principal trading terms (including but not limited to Spread, Lot Size, Initial Margin, Hedged Margin) for each Instrument, displayed on the Website.

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"Trading Platform" shall mean the MetaTrader software 4 and 5 and technical facilities which provide real-time Quotes allowing Transactions to be made, Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Client and the Company. The trading platform consists of the Server and the Client Terminal.

"Transaction" shall mean any contract or transaction entered into by the Client or on behalf of the Client arising under this Operative Agreement.

"Transaction Size" shall mean Lot Size multiplied by number of Lots.

"Underlying Asset" shall mean whatever can be traded as CFD including but not limited to Currency Pair, Precious Metal and Index.

"Website" shall mean the Company's website at http://www.earn.eu or such other website as the Company may maintain from time to time for access by Clients.

2. Effective period and right to cancel

2.1. This Operative Agreement will start having effect on the date on which the Client receives notice from the Company in accordance with clause 11 and will continue unless or until terminated by either Party in accordance with clause 26.

2.2. This Operative Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, transactions in Instruments.

2.3. The Company is not obliged to accept the Client until the Client provides to the Company all the required documentation properly and fully completed.

2.4. The Client has no right to terminate the Operative Agreement on the basis that it is a distance- contract and in accordance with the Distance Marketing of Consumer Financial Services Law N.242 (I)/2004, which implements EU Directive 2002/65/EC, the Client Agreement does not need to be signed by either the client or the Firm in order for both the client and the Firm to be legally bound by it. In case that a Client wishes to receive a printed copy of this Agreement, duly signed and stamped by the Company, the Client must send two (2) signed copies of this Agreement to the Company, stating its postal address and a countersigned copy will be sent back to that address.

2.5. the Client is entitled to cancel this Agreement by giving the Company notice in writing using the form in paragraph 2.5.1 within the first fourteen (14) calendar days after commencement date. Client acknowledges that as the Operative Agreement is an initial agreement for the

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provision of financial services followed by successive operations and/or a series of separate operations of the same nature performed over time, the right to cancel shall apply only to the initial agreement. Upon cancellation of the agreement , the Company will return to the Client any amount they have deposited subject to their having entered into any trades. If the Client has entered into one or more trades, the Company will return to the Client the amount of the remaining in the account balance after the completion of the aforementioned trades since such trades may have been affected by any price fluctuation in the market (addition of profits or/and deduction of losses, outstanding costs and any other amount payable to the Company, in relation to the aforementioned trades. The right to cancel the Agreement shall not stand in case there is one or more open positions. If the Client does not exercise their right to cancel the Agreement as described above, the Agreement will continue to be in effect unless terminated in accordance with the relevant provisions of the Agreement.

2.5.1. Form: Notice to cancel the Agreement
To: Top Markets Solution Ltd
11, Olympias Street, Flat 4,,
1070 Agios Antonios, Nicosia, Cyprus
I, the undersigned
Name:_____
Client Login: _____
hereby cancel my agreement with you.
Signed: ……..
Date: ……..

2.5.2 The notice to cancel the Agreement shall be sent electronically within the time-frame set in paragraph 2.5, via email to support@earn.eu or via the ticketing system in the client's personal page or via post to Top Markets Solution Ltd, 11, Olympias Street, Flat 4, 1070 Agios Antonios, Nicosia, Cyprus

3. Categorisation

3.1. The Client shall be bound by the method of categorisation set out and described in the Company's Categorisation Policy (Schedule 3).

4. Client's capacity

4.1. The Client may only act as a principal and not as an agent on behalf of a third party when it makes Transactions and consequently the Client shall be directly and fully responsible and liable for any obligations which may occur under a Transaction made by or on its behalf, unless otherwise expressly agreed between the Parties. The Client will also be directly and fully responsible in case it performs any Transactions for or on behalf of a third person, unless otherwise expressly agreed between the Parties.

4.2. In case the Client provides notification to the Company that a third person or agent is duly authorised by him, such person or agent may provide the Company with Instructions or Requests in relation to any current or proposed Transaction or any other matter.

4.3. In the event the Client decides to terminate or revoke the authorisation mentioned in clause 4.2 above, it should notify the Company in writing, at least five (5) Business Days prior to the termination or revocation date and the Company shall be bound by the Requests, Instructions or other communication provided by such authorised persons or agents, until upon receipt of such notification.

4.4. Pursuant to the Cypriot Contract Law, Cap.149 as amended, the authorisation provided by the Client to a third party or agent shall be terminated in the case the Client or such third person or agent dies or becomes of unsound mind. The Company upon receipt of written notice of the death or unsoundness of mind of the Client or any third party or agent representing him/her, is obliged to cease accepting Requests, Instructions or other communications given from the account of the Client by such third party or agent and prior to the receipt of such notice it shall not be liable or responsible whatsoever in respect of the actions, omissions or fraud of any authorised third party or agent (appointed under 4.2 above).

4.5. The Company receives Requests, Instructions or other communication directly from the Client and it may rely on them and act without requesting any further confirmation regarding the authenticity, genuineness, authority, or identity of the person providing them.

4.6. Provided that where applicable law, regulation or the Law requires it the Client or any other third party referred to under this clause 4 must possess and/or obtain any and all appropriate licences and/or authorisation by CySEC and/or otherwise before acting in any manner described in this Clause for, whatsoever.

5. Services

5.1. The Company provides its Services and exercises its activities based on the Operation Licence granted by CySEC and is entitled to provide the Services and exercise its activities for only those and in regards only to those Financial Instruments that are stated in its Operation Licence and/or any future amendments or additions to it.

5.2. The Company may work exclusively according to the respective, valid law and legal provision of the Republic of Cyprus and will offer the following services to you:

Core Services:

- Reception and transmission of Pending Orders in relation to one or more Financial Instruments;
- Execution of orders on behalf of the Client;

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Ancillary Services:

- Safekeeping and administration of Financial Instruments for the account of the Client, including custodianship and related services such as cash/collateral management; and
- Foreign exchange services where these are connected to the provision of Instrument Services
- Technical services and platforms for assisted trading (such as copy-trading and trading signal interfaces)

The above-listed Services may be provided and the activities may be exercised in regards but not limited to the following Financial Instruments:

- Transferable securities
- Money-market instruments.
- Units in collective investment undertakings.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF.
- Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in paragraph 6 of Part III and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.
- Derivative instruments for the transfer of credit risk.
- Financial contracts for differences.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

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5.3 The Company may proceed to Stop Out when the margin level of the Client reaches the Stop Out level explicitly defined by the Company as per Schedule 8: Order Execution and Best Execution Policy.
5.4 The Client is not allowed to request the investment advice or statements of opinion of the Company which would make him feel comfortable to make any specific Transaction and the Company does not provide personal recommendations or advice on the benefits of any particular Transaction.

5.5 Notwithstanding the contents of clause 5.4 above, the Company may occasionally and at its absolute discretion provide information and recommendations in newsletters which it may publish on its Website or provide to subscribers via its Website or otherwise. In such cases the information provided shall not constitute or be deemed in any way to constitute investment advice or unsolicited financial promotions and is only provided to enable the Client to make its own investment decisions. In addition, if in the said publication a person or a group of persons is restricted from being distributed to the information or recommendations, the Client shall not make it available to such person or group of persons. The Company does not make representations as to when the Client will receive the information or recommendations and it cannot guarantee that the Client will receive such information or recommendations at the same time as other clients.

5.6 Profit or loss in the currency of the Trading Account shall be deposited or withdrawn as the case may be by the Trading Account once the Transaction is closed and no physical delivery of the Underlying Asset of an Instrument regarding any Transaction shall be provided by the Company.

5.7 The Applicable Regulations oblige the Company to be informed about the Client's knowledge and experience in the investment field in order to be able to assess whether the Services featured for the Client is appropriate for him. In order for such assessment to be properly performed the Client should provide the Company with sufficient and accurate information and in case it fails to do so the Company will bear no responsibility whatsoever for this, unless the information was changed and the Company has been informed of such changes.

5.8. Any information provided to the Client by the Company is subject to change and it may be withdrawn at any time without prior notice.

5.9. The Company reserves the right, at its absolute discretion, at any time to refuse to provide or to discontinue providing the Services to the Client without being obliged to inform the Client of the reasons for such refusal or discontinuation.

5.10 When providing the Services to Clients who are legal entities, the Company is only able to offer trading in Financial Contracts for Difference on assets traded on regulated markets to such

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legal entities which have a valid LEI number. Legal Entity Clients who do not have a LEI number will only be able to receive Services with respect to assets that are not traded on regulated markets (such as Forex pairs).

6. Requests and Instructions

6.1. The Company may accept to execute Requests and/or Instructions within any normal trading hours specified on the Website, or it may decline them before starting to process them in case they breach any of the situations mentioned in the Order Execution and Best Execution Policy or clause 6.3 below.

6.2. Notwithstanding any of the above, the Company may at its absolute discretion accept and execute the Instructions even though the Order Execution and Best Execution Policy or clause 6.3 below are breached by the Client.

6.3. The situations referred to above in 6.1 shall be the following:

(a) The Quote provided by the Company to the Client must be a valid quote, as opposed to an Indicative Quote. The Quote is considered to be Indicative rather than Valid in case it has not been updated within a reasonable time frame so that it no longer reflects prevailing market conditions;

(b) The Client's Instruction must be given to the Company while the Quote is valid when it is provided through the Client Terminal or the telephone;

(c) A Quote must not be incorrect nor an Error Quote (Spike);

(d) The Transaction Size must not be less than the minimum Transaction Size for this Instrument indicated in the Trading Conditions;

(e) A Force Majeure Event or an Event of Default must not have taken place;

(f) In case the Client opens a position it shall have sufficient Free Margin to cover the Initial
Margin requirement in respect of that Open Position.

6.4. Any cancelled Pending Orders which are older than a month may be deleted by the Company from the Client's Trading Account history.

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7. Trading Platform

7.1. Upon the execution of this Operative Agreement the Client is entitled to apply for Access Data within the Company's Client Login, in order to be able to provide Orders for purchasing or selling the Financial Instruments and the Parties agree that the Company may at any time, at its absolute discretion, terminate or limit full or part access of the Client into its Trading System.

7.2. The Client commits not to allow any misuse (unauthorised and/or irregular use) of the Access Data and the Trading System in general and accepts liability for all the Orders made under its Access Data, even though these may have been conducted by his /her authorised representative, always subject to such representative where applicable law or the Law requires it, possessing and/or obtaining any and all appropriate licences and/or authorisation by CySEC and/or otherwise before acting in any manner. The Client also understands and accepts that the Company shall not be held responsible in case unauthorised persons gain access to his/her personal data at the time these are transmitted between the Company and any third party via internet, telephone or other electronic means.

7.3. In case the Company receives the Order in any other way than through its Trading System it will transmit the Order and process it as if it was received through its Trading System.

7.4. The Company reserves the right to decline any Order placement over the phone, in case the identification of the Client or his/her Instructions are not clear and/or specific and do not include opening and closing position, modifying or removing orders.

7.5. In the event the Company may fulfill any of its obligations under this Agreement, due to internet connection or electricity network failures it shall bear no responsibility against the Client and if the Client wishes to open and/or close a position then he/she must immediately contact the dealing desk on the telephone number provided on the Website and instruct the Company by telephone accordingly.

8. Authorization (Identification/recording)

8.1 The Client shall use the login and passwords (Trader and Investor password) which the Client creates after the registration of the Trading account, before the funds are deposited. The Company doesn't store Client's passwords, and therefore doesn't control their integrity and security. The Client is therefore fully, entirely and unconditionally responsible for the security of his/her passwords. The Company is not liable for the unauthorized withdrawal of funds from the Trading Account and/or unauthorized Trading Operations. To authorize by telephone the Client uses their login or account number. In case a Client passes their identification information (account number, passwords, login, etc.) to a third person, the responsibility for transaction execution on behalf of the Client and also all financial results of those Transactions shall be assumed by the Client.

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8.2 The Trading Terminal provides the recording mechanism of the Client and the Company's actions ("Journal" tab in the Trading Terminal). During the telecommunication process the negotiations between the Client and the operator are saved on the magnetic carrier. The given recording mechanism gives an opportunity to solve disputes in case of their occurrence.

9. Recovery of passwords

9.1 Since the Company doesn't store Client passwords for security reasons, the Client can recover forgotten Trader and Investor passwords only by means of resetting them and creating new ones. The Client can reset their passwords in their Client Login, by filing a ticket to the Company requesting new passwords, in which case temporary new passwords will be generated by the Company and submitted to the Client's email address held on file with the Company. Upon receipt of the newly generated passwords from the Company, the Client is obliged to immediately change both the Trader and Investor passwords. The Client accepts that in case he or she did not change the temporary Trader password and the Investor password immediately after receipt from the Company, they will be responsible for the consequences of any potential exposure of the temporary passwords to third parties resulting, inter alia, from potential unauthorized access to the Client's email account.

9.2 Clients may also opt, when opening an account, to enable a quick password recovery procedure for that specific account. For those accounts where quick the recovery option has been enabled, the Client will be able to reset passwords directly from their Client Login page, additionally confirming the action via an SMS code sent by the Company to the Client's registered phone number. The functionality for quick recovery of passwords can be enabled only once for each of the accounts, and if it is disabled by the Client further on, it cannot be re-enabled in the future

10. Client Accounts

10.1. Any money, regardless of its currency, held on the behalf of the Client by the Company that qualifies as client money for the purposes of Applicable Regulations shall be protected in accordance with those regulations and will be held in segregated bank accounts, designated as Client Bank Accounts, Term Deposits or held with Qualifying Money Market Funds (QMMFs) alongside the money of other clients. If client money is held in a QMMF, the rules provided in Clause 10A will apply.

10.2. The Company shall pay directly to the Client any amounts payable by it, unless otherwise agreed between the Parties and the Client may withdraw any amounts from the Client Account, not used for Margin covering, without closing it.

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10.3. The Company may hold the Client's and any other client's money pooled in the same bank account. In this case, the Company shall be able to identify the Client's money through its back office and accounting system.

10.4. The Company shall not pay any interest to the Client while holding its money in said accounts and the Client waives all rights to interest on such money.

10.5. The Company may hold client money in bank accounts in the European Economic Area ("EEA"). The Company may also hold client money on behalf of the Client, unless the Client notifies the Company otherwise, in a segregated account which will be located outside the Republic of Cyprus. The Company may also transfer money which it holds on behalf of the Client to an intermediate broker, settlement agent or over-the-counter (OTC) counterparty located outside the Republic of Cyprus. In the case of insolvency or anything similar, any such persons may be treated differently than if the money was held in a segregated account in the Republic of Cyprus, since the laws of the Republic of Cyprus may not apply. The Company will not be liable for the solvency or insolvency, acts or omissions of any third party referred to in this clause.

10.6. The Company may release any Client's money balances from the segregated account in case the Clients trading account balance is inactive for more than six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Company despite taking all reasonable steps to trace the Client failed to do so.

10.7. The Investor's Compensation Fund (Schedule 4) covers the Client and sets out the cases where the Company may not meet its obligations and is obliged to provide compensation to the Client.

10.8. The Company will periodically reconcile the records and segregated funds with the records and accounts of the money the Company holds in segregated accounts. Any transfer to or from the segregated account which must take place will be performed by the close of business on the day that the reconciliation is performed. In the event the Company deems it necessary, it reserves the right to carry out such reconciliations and transfers more frequently, in order to protect its own or the Client's rights and/or best interests.

10.9. The company shall be obliged at Client demand to send the funds to requisites specified for this purpose. Full information and regulations regarding Deposits and Withdrawals are disclosed in Deposits and Withdrawal policy which is publicly available on the website of the Company.

10.10. Payment of funds will typically be made to the Client within 7 (seven) business days, which includes the time of processing of a Client's withdrawal application and its execution by the banks or payment institutions. The Client understands that the Company is not and cannot be responsible for the duration of processing of funds transfers by any banks or payment institutions.

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10.11. The Company reserves the right to postpone any payment of funds, in cases where it has reasonable grounds to believe the Client is engaged in fraudulent activities, misuse of trading account and/or market abuse whilst carrying out its investigations. In such cases the Client shall be informed accordingly.

10.12. The Company shall proceed with withdrawal of Client funds at Client demand by using the following formulas:

i. If there are no open positions on the Client's trading account, than the amount of funds available for withdrawal will be calculated as: **Equity – Credit**
ii. If there are open positions, on the Client's trading account, than the amount of funds available for withdrawal will be calculated as: **Equity - Margin - Credit.**

10.13. The Company may refuse any withdrawal made under a certain payment method and request for a different payment method whilst it also reserves the right to request further documentation in the course of processing any withdrawal.

10.14. The Company shall send by email to the Client daily transaction confirmations and monthly statements of account, including all information about the services provided to the Client by the Company. For avoidance of doubt, such email submissions will be regarded as made on durable media, since it enables the Client to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

10.15. The Company shall also provide the Client with additional information and disclosures so as to ensure adequate protection of the Client's interests. Such disclosures will include:

a) disclosures–on trading costs - ex-ante information on transactional costs that the Client may need in order to choose the most appropriate account type for their needs and plan their investments accordingly. The Company discloses cost transparency information, for different account types, showing the actual average impact of transaction costs on net profitability of a client account, on the basis of actual costs and charges levied from client accounts during the previous quarter. Such information is publicly available on the Company's website, and will be updated on a quarterly basis;

b) disclosures on quality of execution – the Company discloses on its web-site, the execution quality scorecard on a quarterly basis, for all types of accounts, based on the actual performance data as of the quarter passed. Statistics will include all valid market and pending/limit order requests received via the trading platforms, excluding trader orders received by voice or in writing;

c) reporting of transactional expenses of an account - for every account active during a year, the Company will be providing, in the end-year account statement, a personalized summary of all costs and charges incurred in the account with respect to provision of investment

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services and ancillary services that were a part of the Company's ongoing relationship with the Client during the year;

d) information about execution venues – the Company will inform the Client, on an annual basis about the available information in relation to the top five execution venues used by the Company, by placing relevant disclosure at the Company's website.

e) notification of position and account depreciation - in cases where a Client account includes positions in leveraged financial instruments or contingent liability transactions (e.g. Contracts For Differences "CFDs"), the Company will be informing the Client where the initial value of the position depreciates by 10% and beyond, by comparing the open P/L on a position with the required margin for opening that position with a standard fixed leverage of 1:100. All and any open positions with floating losses in excess of 10% of the initial margin will be highlighted in the daily trading statement submitted to the Client's trading platform. For certain categories of Clients, as required by law, an additional notification may be issued where the overall value of the trading account depreciates by 10% within the monthly reporting period, and thereafter at multiples of 10%, no later than the end of the next business day in which the threshold is exceeded. Such notifications will be delivered in the Client's trading platform.

10A. Client money put into a qualifying money market fund (QMMF)

10A.1 The Company may put client money into units or shares in a qualifying money market fund. The Client's money will therefore not be held as client money in accordance with the applicable CySEC regulations on safeguarding client funds, but the units or shares will be held as safe custody assets in accordance with applicable regulations on safeguarding client assets. Under the Applicable Regulations, the Company will separate the units or shares in the qualifying money market fund from its own.

10A.2 The Company shall not pay any interest earned on the units or shares in the qualifying money market fund to the Client and the Client waives all rights to interest on such money.

10A.3 Investments in qualifying money market funds are considered low risk. However, if the qualifying money market fund fails, which causes the Client to lose money, the Company may pay the Client back that money, although the Company is not required by the Applicable Regulations to do this.

10A.4 The Client expressly consents to putting their money into a qualifying money market fund. Such agreement is a necessary condition for the Company to provide the Client with its Services. If the Client does not agree, or changes their mind, they should notify the Company in writing, and the business relationship will be terminated with immediate effect.

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11. Notices

11.1. All the notices to the Company shall be sent to the postal address or email address or facsimile or telephone number which are made available in the Company's Website.

11.2. The Company may receive calls on the days and hours which are made available to the public on the Website.

11.3. A notice shall be considered as delivered in the following cases:

(a) if sent by double registered mail, upon the actual receipt by recipient person which is proved by the recipient's card;

(b) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;

(c) if sent by facsimile or e-mail immediately with confirmation of transmission by the transmitting equipment;

(d) if sent by first class registered post within the Republic of Cyprus shall be deemed to be received four (4) Business Days after the date of their dispatch;

(e) if sent by first class registered airmail shall be deemed to be received seven (7) Business Days after the date of their dispatch.

12. Conflict of interest

The Company shall adopt, to the extent possible, the necessary measures in order to avoid any potential conflicts of interest or resolve any existing conflicts of interest between itself or persons associated with itself and the Client, or amongst its clients, pursuant to its Conflict of Interest Policy (Schedule 5).

13. Commissions, charges and other related costs

13.1. The Company shall be entitled to and the Client agrees to pay to the Company the commissions, charges and other related costs which are set out in the Trading Conditions and shall be subject to the Applicable Regulations.

13.2. The current commissions and spreads, charges and other related costs set shall be displayed on the Website and may be changed without providing the Client with any prior notice. All such changes will be displayed on the Website.

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13.3. The Client undertakes to pay all stamp duties, fees, levies, duties or charges relating to this Operative Agreement and any documentation which may be required for the carrying out of the Transactions and it shall be responsible for paying all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for the payment of all taxes which may occur from any Transaction.

13.4. The Client's obligations to pay any due amount shall include all commissions, charges and other related costs determined by the Company.

14. Introduction of Clients from an Affiliate or Introducer

14.1 The Client may have been directed to the Company's website by an Affiliate or Introducer as defined in the *Definitions* section of this Agreement. Based on agreement with the Company, the Company may pay a fee or commission to the Affiliate or Introducer in cases when it is allowed by the law.

14.2 The Company may pay a fee/commission to Affiliates or Introducers, or other third parties based on a written agreement. This fee/commission is a payment for the introduction of a Client to the Company by an Affiliate or Introducer. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Affiliates or Introducers or other third parties.

14.3 The Company shall not be liable for any type of agreement that may exist between the Client and the Affiliate or Introducer or for any additional costs that may arise as a result of such Agreement.

14.4 The Client acknowledges that the Affiliate or Introducer is not a representative of the Company nor is he authorised to provide any guarantees or any promises with respect to the Company or its services.

15. Accounting and Settlement

15.1 The Company will keep accounts of the mutual financial liabilities of the Company and the Client arising from the Client's use of the Company's services under the Operative Agreement, and based on the open positions of the Client and balances of their funds with the Company. The Company's financial liability to the Client is the balance of own funds in the Client's trading accounts and any unrealized gains on the Client's open positions. The Client's financial liability to the Company is any unrealized loss on the Client's open positions.

15.2 In cases where, due to technical or infrastructural failures, or any other unforeseen circumstances or force majeure events that resulted in the Company not being able to precisely

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determine the amount of unrealized profits and losses on the Client's open positions, the settlement of mutual financial liabilities between the Company and the Client is exercised on the basis of the amount of own funds in the Client's accounts, and unrealized profits and losses as of the last trading day's close.

15.3 Trading profits or losses on a trade are posted in the Client's account at the moment of closing of the respective positions. Commissions on transactions are charged both on the opening and the closing of the respective trades. Swap charges are applied at the moment of closing of the positions carried over from the previous trading day. Charges and commissions related to ancillary investment services and other services provided to the Client under the Operative Agreement are charged as per specific terms and conditions governing such services.

16. Taxation

16.1. Unless otherwise specified in this Client Agreement, all charges are exclusive of VAT (if any) and disbursements and/or expenses incurred on the Client's behalf (including any applicable fees, levies duties and/or charges imposed by any governmental department, market or clearing organization whose facilities the Company may use), which shall be payable in addition.

16.2. The Client shall be solely responsible for all filings, tax returns, reports or other fiscal liabilities on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any contract or Transaction.

16.3 The Company shall not be responsible for the provision of any tax or legal advice in relation to the Services provided in accordance with the Operative Agreement.

17. Transfer, Assignment and Novation

17.1. The Client's rights, benefits or obligations under this Operative Agreement are personally connected with the Client and may not be transferred, assigned or novated.

17.2. The Company reserves the right to transfer or assign its rights or benefits under this Operative Agreement at any time and at its absolute discretion, provided that it gives the Client a prior ten (10) Business Days written notice.

17.3. In the event of transfer of obligations or novation of obligations under the Operative Agreement the Client's written consent shall be required and this shall not be withheld unreasonably.

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18. Currency conversion

18.1. In the event the Company deems it necessary, it may proceed to any currency conversions in order to comply with the rights or obligations confer to or on it under the Operative Agreement. In such case the Company shall not be obliged to provide the Client with any notice. The manner and rates of the conversion shall be determined pursuant to the Company's absolute discretion having regards to the prevailing market rates for freely convertible currencies.

18.2. The amounts payable under the Operative Agreement shall be automatically converted by the Company into the currency of the trading account at the relevant exchange rate for spot dealings in the foreign exchange market.

18.3. The Client agrees to bear all the related-to the foreign currency exchange-risk which may arise from any Transaction or from the conformity of the Company with its obligations or the exercise of its rights.

19. Margin Requirements

19.1. The Initial and/or Hedged Margin shall be provided to the Company by the Client as per its absolute discretion and shall only be paid to the Company's bank account as clear funds. It is not the Company's responsibility to explain to the Client how a Margin is being calculated.

19.2. The Client shall pay the Initial Margin and/or Hedged Margin upon opening the position and the amount payable is defined in the Trading Conditions.

19.3. The Company may change Margin requirements without providing the Client with any prior written notice if a Force Majeure Event occurs and by providing the Client with three (3) Business Days prior written notice if a Force Majeure Event does not occur.

19.4. The Company may apply new Margin requirements to the new positions and to the positions which are already open and it also may close the Clients' Open Positions without requesting the Client's consent or notifying him in advance if the Equity is less than certain rate depending on the account type as stipulated on the Website.

19.5. In deciding whether the Client has not complied with the above 19.4 clause any sums which are not mentioned in the currency of the Trading Account shall be treated as if they were, by converting them into it, at the relevant exchange Rate for spot dealings in the foreign exchange market.

19.6. In the event the Client believes that he or she may not be able to meet a margin payment on time, he or she must notify the Company immediately.

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20. Client Complaints

20.1. The Company shall maintain effective and transparent procedures for the reasonable and prompt handling of complaints received from the Client and shall keep a record of each complaint and the measures taken for its resolution or handling. Notwithstanding the above, the Client reserves the right to proceed with legal action against the Company.

20.2. The Parties agree to make every reasonable effort for resolving any disputes between them before commencing any litigation proceedings.

21. Disputes and complaints procedure

In cases where the Client believes that the Company's actions or failures to act resulted in a violation of any provision of the Operative Agreement, the Client will communicate their concerns to the Company, and the Company will undertake to fairly assess such concerns and provide a substantiated response.

To initiate a dispute, the Client will file to the Company a ticket from their Client Login page, under the topic that most closely relates to the nature of the Client's situation. The Client accepts that the Company will not be able to respond to disputes initiated by the Client by use of any third party resources (such as web-forums, boards, etc.), social media, by phone or fax, or via third parties that have not been properly authorized by the Client for legal representation.

The Company will aim to resolve all disputes according to the Operative Agreement, and in case of situations not specifically covered by the Operative Agreement, according to the commonly accepted market practices, applicable laws and regulations, and principles of general ethics encompassing truthfulness, honesty, integrity, respect for the Client, fairness, and justice.

Irrespective of the above, the Company will not accept any responsibility for any failures of the Client to act in observance of their own interests, and for all and any financial losses or moral damages resulting from the above, including, inter alia, foregone profits.

In cases when the Company erroneously executed a Stop Out in the Client's account, the Company will be obliged to restore all of the Client's positions resulting from such Stop Out. The Client accepts, however, that the Company will not be liable for any losses or foregone profits resulting from subsequent unwinding of such positions at a price different from the price at which they could have been closed should the erroneous Stop Out not have happened. The Client also accepts that in resolving disputes arising from erroneous Stop Outs, the Company will have a right to execute Stop Loss or Take Profit orders in the same chronological sequence, in which they would have been triggered should the erroneous Stop Out not have happened.

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In cases when, due to the Company's omission, a Client's Stop Loss or Take Profit order have not been executed despite all relevant conditions having been satisfied for the execution of such order, the Company will close the position, once the omission has been discovered, either by the Company on its own, or during the investigation into the Client's dispute, at the current market price and will adjust the Client's balance for the difference in the position's value between the price at which the position should have been closed, and the actual closing price.

In case the Client believes that the dispute initiated by him has not been resolved by the Company fairly, he can file a complaint. A complaint, being an expression of dissatisfaction about the financial services activity provided to the clients by the Company, is to be notified by the client to the Company by one of the following means of communication:

- client login;
- e-mail address (complaints@earn.eu);
- postal address (5 Esperidon, 4th Floor, 2001 Nicosia, Cyprus)

22. Means of communication and Personal Data

22.1. All communication between the Parties shall be in the English language unless specified otherwise by the Company.

22.2. The Client shall give Instructions and Requests to the Company via telephone (recorded), message (e.g. e-mail), fax or online and each of the present and future account holder, attorneys and duly authorized representatives, provided that such representatives, where applicable law or the Law requires it, possess and/or obtain any and all appropriate licenses and/or authorisation by CySEC and/or otherwise before acting in any manner, shall give such Instructions and Requests individually to the Company even if these Instructions and Requests are not followed by a confirmation in writing and these Instructions and Requests shall be binding as if they were received in writing.

22.3. The Company does not accept any liability in case of misunderstanding, error in the identification of the person giving the Instruction or other errors on its part related to such methods of communication and which may involve losses or other inconveniences for the Client.

22.4. The Client agrees to provide the Company with any information it may request in order to enable the Company to provide the Services and comply with the Applicable Regulations.

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22.5. The Client hereby provides its consent to the Company to use, store or process in any other way its personal data, relating to the Services and a copy of such personal data will be provided to the Client (in case of a natural person) immediately upon request.

22.6. The Client accepts his personal data to be transmitted outside the European Economic Area pursuant to the Processing of Personal Data (Protection of the Individual) Law of 2001 (Law 138 (I) 2001) as amended (in case the Client is a natural person), in cases when such transmission is allowed by the General Data Protection Regulation (EU) 2016/679.

22.7. The Company reserves the right to record the telephone conversations between itself and the Client and any recordings shall be the Company's property and will be accepted as proof of the telephone conversations by both Parties. The Company may be legally required to proceed with the recording of its electronic communications with the Client in case such communications concern matters that can reasonably be expected to result in transactions in financial instruments. These recordings may be made with or without the use of a spoken warning, tone, or similar notification. The Client accepts and understands that the Company may provide these recordings to any competent court or other relevant authority.

22.8 The Client acknowledges that the personal information supplied by him/her, including their name, address, jurisdiction(s) of residence, tax identification number, date and place of birth, and, in relation to the account(s), the account number, the account balance or value as of the end of the relevant calendar year or other appropriate reporting period, as well as any income generated in the account(s) held with the Company, are gathered and processed and may be passed to the relevant tax authorities of the Republic of Cyprus, and they may also be exchanged with tax authorities in another country or in other countries where the Client may be a tax resident, pursuant to Decree issued by the Minister of Finance of Cyprus for the implementation of the Multilateral Agreement on the Automatic Exchange of Financial Account Information signed by the Cyprus Government on October 29, 2014, on the basis of the Common Reporting Standard developed by the OECD (the "CRS Decree") and the Administrative Cooperation in the Field of Taxation (Amending) Law of 2016. The Company is the personal data controller for the data gathered from this form, and will be responsible for the processing of your personal data and will act as data controller for the purpose of the CRS Decrees, the ACFT Law and the General Data Protection Regulation (EU) 2016/679 and Data Protection Law.

22.9 The Company is legally required to report to the Cyprus Securities and Exchange Commission ("CySEC"), information about the Client's transactions in financial instruments the underlying of which is traded on regulated market. Such information includes Client's personal detail, such as first name, last name, country of citizenship, date of birth and other personal identification data for individuals, and for legal entities, LEI code along with the name, surname and date of birth of the legal entity's decision-maker with respect to its account with the Company. The Client accepts the requirement for disclosure of the said information with the Competent Authorities, and thereby agrees to waive any rights to confidentiality regarding said information.

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23. Confidentiality

23.1. The Company declares that it will treat the Client's data as confidential and will not disclose it to any person without the Client's prior written consent, except to those members of the Company's personnel who require information thereof for the performance of their duties, in whole or in part, throughout the term of this Operative Agreement.

23.2. The Company, after the expiry or termination of this Operative Agreement, for any reason whatsoever, may disclose any confidential non-public information concerning the Operative Agreement and/or any operation carried out thereunder, if this is considered necessary in order for the Company to abide to a court decision or the legislation of the Republic of Cyprus, Regulatory or Supervisory Authorities of the Republic of Cyprus and the Law and to the Company's consultants, lawyers and auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality obligations herein as well.

23.3. The Company is not obliged to protect and not disclose any information in the event this information is made available to the public by (i) any of the Parties directly, or (ii) by the Parties' behaviour and actions, or (iii) there was no obligation for confidentiality or non-disclosure at the moment the information was received by the Party which made the disclosure.

24. Event of Default

24.1. An Event of Default shall mean:

(a) The failure of the Client to provide any Initial Margin and/or Hedged Margin or other amount due or perform any obligation due under this Operative Agreement;
(b) The Client is incompetent to pay his/her debts on time;
(c) If proceedings are instigated for the bankruptcy or winding up of the Client, or if a receivership order has been issued against the Client if this is a natural or legal person respectively, or if the Client makes an arrangement or composition with its creditors or if anything similar or resembling to any of the aforementioned is instigated in relation to the Client;
(d) Any breach of clause 19 by the Client;
(e) In case the Client is a physical person when it is deceased or becomes of unsound mind;
(f) Where any representation or warranty made by the Client in clause 29 is or becomes untrue;
(g) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 24.2.

24.2. In case any of the above occurs the Company reserves the right to:

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(a) Make any position voidable or close out all or any of the Client's Open Positions at current Quotes;
(b) Debit the Client's Trading Account(s) for the amounts which need to be paid to the Company;
(c) Close any or all the Client's Trading Accounts held with the Company and refuse to open any new for the Client;
(d) In general, discontinue or refuse to provide the Services.

25. Force Majeure Event

25.1. The Company will not be liable or whatsoever responsible for any type of loss or damage which may occur in case of any failure, interruption, or delay in performing its obligations under this Operative Agreement in the event such failure, interruption or delay derives from:

(a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis;

(b) Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
(c) Labour Disputes not including Disputes involving our workforce;

(d) Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations or governing bodies of organized trading platforms;

(e) The declaration of a financial services moratorium by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

(f) Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or willful default of the Company), hacker attacks and other illegal actions against the Company's server and Trading System;

(g) Any event, act or circumstances not reasonably within the control of the Company and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

25.2. If a force majeure event occurs, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within three (3) Business Days.

25.3. If a force majeure event occurs the Company may suspend, freeze or close the Client's positions and request the revision of the executed transactions.

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26. Termination of the Operative Agreement

26.1. Each Party may terminate this Operative Agreement, with immediate effect, by giving written notice to the other Party and such termination may not affect any obligations of the Parties arising by this Operative Agreement or by any Transactions.

26.2 The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.

26.3. The Company reserves the right to immediately suspend, close or cancel any Transaction and/or suspend or close any Client Account with or without written notice to the client whenever any of the circumstances described in paragraph 23 herein below apply.

26.4 The Company reserves the right to terminate this Operative Agreement, with immediate effect, with or without written notice to the Client , where all the trading accounts of a Client have been inactive holding zero balance/Equity for a period of 12 months.

26.5. Upon termination of this Operative Agreement by either Party,
a) the Company shall terminate all and any access by the Client to the Trading Platform,
b) the Client shall immediately pay to the Company all and any outstanding amounts, including but not limited to the charges, commissions, dealing expenses derived from the termination of the Operative Agreement, charges incurred for transferring the Client's investments to another investment firm, any losses and costs, payments deriving from the closing out of any Transactions or making settlements or concluding any pending obligations which have arisen by the Company on behalf of the Client.
c) The Company shall apply best execution rules in cases where the Client has not provided the Company with specific instructions regarding the closing of their positions and/or applying forced closure of the positions.
d) The Company shall return any funds remaining in the Client's trading account to their bank account, specifically the account from which the funds were debited. The Client's funds may be returned to another bank account to which the Client is the beneficiary as long as they provide the Company with the required documents to verify that the account belongs to them.

27. Prohibited Trading Techniques

27.1 Temporary disruptions in Internet relay and routing, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on our Online Trading Facility do not accurately reflect the market rates at a specific moment of time. The use of trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays and/or by generating high volumes of

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transactions targeting tick fluctuations (rather than price movements) where trades are opened and closed very quickly, altogether commonly known as "latency arbitrage", "sniping" or "scalping" hereinafter, collectively, referred to as "arbitrage not related to market inefficiencies" or "prohibited trading techniques", is explicitly prohibited by the Company.

27.2. The Company reserves the right, at its sole discretion, NOT to permit the abusive exploitation of arbitrage not related to market inefficiencies in its Trading Platform and/or in connection with its Services. Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage not related to market inefficiencies, abuse (including but not limited to Client's trading activity patterns that indicate that the Client solely aims to benefit financially from the shortcomings of the trading system, without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, fraud, manipulation, cash-back arbitrage, latency and SWAP arbitrage or any other forms of dishonest or fraudulent activity in a Client's account(s) or otherwise related or connected to any Transactions, will constitute all Transactions carried and/or profits or losses garnered as invalid. The Company reserves the right to suspend, close or cancel any other Transaction which has resulted from any misconfiguration, technical error or if the Company suspects any fraud, manipulation, voluntary or involuntary engagement by the client in arbitrage not related to market inefficiencies. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancelation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or cancellation.

27.3. Any dispute arising from such prohibited trading activity will be resolved by the Company in its sole and absolute discretion, in the manner the Company deems to be the fairest to all concerned.

27.4. Inter alia, the Company will consider the following as indication of Transactions that rely on price latency arbitrage opportunities, and will be entitled to revoke those at the Company's sole discretion and without prior notice being required:

(a) the Trade is opened and closed within Two (2) minutes (i.e. the Order for the closing Trade follows the Order for the open Trade in two (2) minutes or less);
(b) an opposing Trade is placed within two (2) minutes of another Trade being opened thus creating a fully or partially hedged position (also known as a "locked position"); or
(c) the Order for opening or closing the Trade is placed on a latent price.

27.5 The Company also reserves the right to close/ suspend (either temporarily or permanently) all of the Client's trading Accounts and/or cancel all Transactions that had an indication of prohibited trading techniques used. Clients whose Accounts have been closed/suspended due to the use of Prohibited trading techniques will not be allowed to open any new trading Account(s) and trade with the Company. Nonetheless, in cases where such a blacklisted client successfully opens an Account and trades with our Company due to any

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technical and/or human error, the Company will reserve every right to immediately close such Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

27.6 The Company reserves the right to prohibit automated trading (the use of Expert Advisors) on any account, without prior notice, in case the Expert Advisor engages in the activities that can result in an excessive load on the server and negative trading experience for all clients on the same server. Such activities include but are not limited to:

- placing a significant number (more than 500 in an hour on average) of requests, such as market orders, instant orders, entry orders, order modifications,
- frequent placement and cancellation of pending orders and requests to place a new position without having sufficient funds (which causes server rejects),
- frequent login attempts.

Automated trading can be subsequently allowed on such an account once the client has proven to the Company's Trading department that an EA has been adjusted based on the above criteria.

28. Amendments

28.1 The Company reserves the right, at its sole discretion, to amend the terms of the Operative Agreement at any time by providing written notice of the proposed amendments to the Client and of the date which such amendments will come into effect (the 'Effective Date'). The written notice may be posted on the Company's website. It is the Client's responsibility to visit the Company's website on a regular basis and monitor possible amendment notifications in order to ensure that he is aware of any such amendments.

28.2 In case where the Client does not agree with the amendments, the Client shall have the right to terminate the Operative Agreement by notifying the Company in written form. Should the Client continue to use the Company's services, it shall be deemed to have accepted the amended terms.

28.3 Any error or omission in any information or document issued by the Company shall be subject to correction provided that the correction does not materially affect the Operative Agreement.

28.4 The applicable version shall be the latest version of the Agreement available on the Company's website. In the event of dispute the latest version available at the time of the dispute shall prevail.

29. Representations and warranties

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The Client represents and warrants, at each time it grants an Instruction or Request, to the Company that:

(a) If the Client is a natural person,

i. the Client is of legal age for the purpose of entering into this Agreement which is legally binding on them in accordance with the laws of the jurisdiction in which the Client resides as well as the jurisdiction in which the Transaction is effected and has full legal capacity to enter into this Agreement;
ii. the Client is at least 18 years old and of legal age in their jurisdiction to form a binding contract.

(b) If the Client is a legal entity,

i. The Client is duly organized and validly existing under the applicable laws of the jurisdiction in which the Client is constituted;
ii. Execution of the Agreement and all transactions and the performance of all obligations deriving from this Agreement have been duly authorized by the Client;
iii. Each natural person executing the Agreement and all transactions on the Client's behalf and performing all obligations deriving from this Agreement has been duly authorized by the Client and has been disclosed to the Company providing all the necessary information and/or documentation.
iv. The Client has all necessary authority, powers, consents, licensed and have taken all necessary actions to lawfully enter into this Agreement and such Transaction.

(c) The Client was the one (in case the Client is a natural person) that completed the "Application to Open a Personal Margin Trading Account" Form;

(d) All the information provided by the Client is at any time true, accurate, exact and complete in all objective respects. The Client undertakes to notify the Company of any change in their personal circumstances regarding their name, passport details, residential address and tax residency status, as well as any other material change causing the information on the "Application to Open a Personal Margin Trading Account" form to become incorrect, and to provide the updated information within 30 days of such change;

(e) The Client acts in principal and acknowledges that he has read and fully comprehended the terms of this Operative Agreement and of all the Schedules;

(f) Everything contained in this Operative Agreement and all the actions of the Client shall not breach any law including but not limited to the Applicable Regulations or, ordinance, charter, by- law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or domiciled or any agreement by which the Client is bound or by which any of the Client's assets are affected;

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(g) The Client confirms that he has regular access to the internet and accepts that he will receive information, including, but without limitation, information notices about amendments to the terms and conditions, costs, fees, this Operative Agreement and about the nature and risks of investments by posting such information to the Website.

(h) The Client confirms their consent to the Company providing them with information in a durable medium other than on paper, either by facsimile transmission, or electronic mail (email) to the telephone number and email address that were provided to the Company. In addition, the Client consents to the Company providing information that is not addressed to them personally by means of posting it on the Company's website.

30. Inactive/ archived and Dormant Accounts

The Client acknowledges and confirms that any Trading Account held with the Company that are inactive for more than 3 (three) months are to be considered Inactive Account.
Inactivity means that the Client **has not:**

i. performed any trading Transactions on his Trading Account
ii. made a deposit into his Trading Account
iii. made a withdrawal off his Trading Account;

during the last 3 (three) months. The Client acknowledges and confirms that the Client will be subject to a monthly charge of fifty (50) EURO or its equal in the currency of Trading Account relating to the maintenance, administration and compliance management of such Inactive Account. In case the Client has more than one (1) trading accounts and at least one of his trading accounts is active, then no inactivity fee is applied even where one or more of the client's trading accounts are deemed inactive.

Where the balance of any Inactive Account to which Inactivity Fee is applicable as per the definition
above is less than fifty (50.00 EUR), then the Inactivity Fee for such Inactive Account shall be equal to the amount of the remaining balance on such Inactive Account. The Company reserves the right to charge aforementioned monthly charge post factum for any month in which the Company had the right to charge it but did not do so for technical reasons.

The Client acknowledges and confirms that any Inactive Account, holding zero balance/Equity will be subject to archiving, which means that no trading terminal authorisation, trading or balance viewing operations will be available to the Client.

Once an Account is deemed inactive and is archived, any available trading benefits will be removed.

The Company reserves the right to proceed with cancellation, without any written notice of any pending orders of an account which is considered as Inactive.

The Client acknowledges and confirms that any Account with credit balance held with the Company that have been open throughout a period of 5 years and during that period no

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transactions have been carried out in relation to the account by or on the instructions of the holder of the account are to be considered Dormant Account.

An account is to be treated as not dormant under the following circumstances:

i. The Company was under instructions from the Client/holder of the account not to communicate with that person (hold mail).
ii. Under the terms of the account, withdrawals of cash or securities are prevented or there is a penalty or other disincentive for effecting such actions.
iii. The Client/holder of the account has other active account/s and the Company maintains communication with them.

31. Client's records

The Company is obliged to keep the Client's records for at least five years after the termination of this Operative Agreement.

32. Governing law and Forum Conveniens

This Operative Agreement shall be governed by the laws of the Republic of Cyprus and any Dispute or claim that may arise in relation to this Operative Agreement shall be under the exclusive jurisdictions of the competent courts of the Republic of Cyprus.

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33. SCHEDULES

Schedule 1: Risk Disclosure and Acknowledgement

Schedule 2: Services

Schedule 3: Client Categorisation Policy

Schedule 4: Investor Compensation Fund

Schedule 5: Conflict of Interest Policy

Schedule 7: Client Complaint Procedure

Schedule 8: Order Execution and Best Execution Policy

Schedule 9: Anti Money Laundering Policy

Schedule 10: Privacy Policy

Schedule 11: Terms and Conditions for Earn Invest

Schedule 12: Deposits and Withdrawals Policy

Schedule 13: Leverage Policy

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