

# **Terms and Conditions**

**Lykke Cyprus Ltd**

**April 2018**

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## 1. Introduction

1.1. Lykke Cyprus Ltd is a company incorporated and registered under the Laws of the Republic of Cyprus under Registration Number HE 362443, having its head office at Office 103, 1st Floor, Ayias Fylaxeos 182, Kofteros Business Center, 3083 Limassol, Cyprus, having been granted a license from the Cyprus Securities and Exchange Commission (hereinafter “CySEC”) to act as a Cyprus Investment Firm with License Number XXX/XX to provide the investment and ancillary Services, (hereinafter the “Company”). The Company offers its Services to its Clients through the Platform. For more information about the Company’s license details please refer to the About Us Section on the Company’s Website [www.lykke.com.cy](http://www.lykke.com.cy)

1.2. The present Terms and Conditions and Appendices (hereinafter the “Agreement”) which are uploaded on the Website and available for all Clients and prospective clients, set out the business terms upon which the Company will offer Services to the Client, the rights and obligations of both Parties, and shall govern the trading activity of the Client with the Company, and also include important information which the Company is required as an authorised Cyprus Investment Firm to provide to its prospective Clients under Applicable Regulation. By applying for the Company’s Services (e.g. when completing the Registration Form), the Client declares to have read, understood and accepted all the documents of the Agreement and it means that in the event that the applicant is accepted as a Client of the Company, the Client and the Company shall be bound by these. For this reason, all prospective Clients are advised to read carefully all the documents which form the Agreement and any other letters or notices sent by the Company and make sure that they understand and agree with them before entering into an agreement with the Company;

1.3. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s);

1.4. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns;

1.5. If the Client is a consumer (and not a corporate Client) and does not meet face to face with the Company to conclude this Agreement, and instead the communication is done through the Website, and/or over the telephone, and/or by written correspondence (including electronic mail (e-mail)), then the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended from time to time, applies. In such a case the Company shall, also send to the Client an electronic mail (e-mail) that contains access to durable format of the documents that form the Agreement.

## 2. Definitions – Interpretations

2.1. In this Agreement:

‘**Abusive Trading**’ shall include any of the following actions such as, but not limited to placing “buy stop” or “sell stop” Orders prior to the release of financial data, arbitrage, manipulations, lag trading, usage of server latency, price manipulation, time manipulation, hunting of trading benefits, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform or use (without the prior and written consent of the Company) of any software, which applies artificial intelligence analysis to the Company’s systems and/or Platform(s) and/or Client’s Trading Account;

‘**Access Code**’ shall mean the username and password given by the Company to the Client for accessing the Company’s Platform;

‘**Agreement**’ shall mean this present Terms and Conditions together with the Appendices, as amended from time to time, and as can be found on the Website under the Legal Documents section;

‘**Appendices**’ shall mean: “Order Execution Policy”, “Client Categorisation”, “Investor Compensation Fund”, “Conflict of Interest Policy”, “General Risk Disclosure”, “Leverage and Margin Policy”, “Privacy Policy” and “Complaint Handling Procedure” as amended from time to time, and as can be found on the Website;

‘**Applicable Regulations**’ shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Underlying Market; (c) the Investment Services and Activities and Regulated

Markets Law 87(1)/2017, as amended from time to time; and (d) all other applicable laws, rules and regulations of the Republic of Cyprus, of the European Union and Directive 2014/65/EU (“MiFID II”), as amended from time to time;

**‘Ask’** shall mean the buying price of a financial instrument;

**‘Balance’** shall mean the sum on the Client’s Trading Account after the last transaction made within any period of time; deposits minus withdrawals and realized profit & loss;

**‘Balance Currency’** shall mean the monetary unit in which all balances, commission fees and payments of the Client’s Trading Account are nominated and calculated;

**‘Base Currency’** shall mean the first currency in Currency Pair;

**‘Bid’** shall mean the selling price of a Financial Instrument;

**‘Business Day’** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Website;

**‘Client’** shall mean any natural or legal person who agrees to the present Agreement, as amended from time to time;;

**‘Client’s Trading Account’** shall mean the special personal account for internal calculation and Client’s deposits, opened by the Company in the name of the Client. The various documents which form the Agreement, including but not limited to the present Terms and Conditions and Appendices, may use the word trading account or client’s trading account interchangeably, which all have the same meaning and apply to all such trading accounts held under the name of the Client;

**‘Contract for Differences’** (‘CFD’) shall mean the Contract for Differences on spot FOREX, stocks, equity indexes, precious metals or any other commodities available for trading;

**‘Contract Specifications’** shall mean each lot size or each type of the Financial Instruments offered by the Company as well as all necessary trading information concerning spreads, margin requirements etc., as determined in the Website and/or the Platform;

**‘Equity’** shall mean the provided part of the Client’s Trading Account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula:  $\text{Balance} + \text{Profit} - \text{Loss}$ . These are the funds on the Client’s sub-account reduced by the current loss on the open positions and increased by the current profit on the open positions;

**‘Financial Instruments’** shall mean the CFD Contracts available for trading and other derivative contracts;

**‘Floating Profit/Loss’** shall mean the unrealized profit (loss) of open positions at current prices of the underlying currencies, contracts or stocks, equity indexes, precious metals or any other commodities available for trading;

**‘Force Majeure’** events shall include, without limitation, any technical difficulties such as telecommunications failures or disruptions, non-availability of the Website, e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company’s functions are affected by such events;

**‘Free Margin’** shall mean the funds not used as the guarantee to open positions, calculated as:  $\text{Free Margin} = \text{Equity} - (\text{used}) \text{Margin}$ ;

**‘Inactive Trading Account’** shall mean any Client’s Trading Account in which the Client did not open any position(s) and/or close any position(s) and/or kept on hold any open position(s) for a period of six (6) months;

**‘Lot’** shall mean a unit measuring the transaction amount, equalling to 100,000 of base currency (i.e. 1 lot = 100,000 of base currency in the case of a CFD on currency pairs);

**‘Margin’** shall mean the necessary guarantee funds to open positions, as determined in the contract specification;



**'Margin Call'** shall mean the forced closing, at current prices, by the Company of Client's open positions when equity falls below the minimum required margin;

**'Margin Level'** shall mean the index characterizing the account, calculated as: Equity/Margin;

**'Open Position'** shall mean the deal of purchase (sale) not covered by the opposite sale (purchase) of the contract;

**'Operating (Trading) Time of the Company'** shall mean the period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations with financial instruments. The Company reserves the right to alter this period of time as fit, upon notification to the Website; Please refer to paragraph 11.2 of this Agreement for more information regarding the Company's operating time.

**'Order'** shall mean the request for the transaction execution;

**'Party' or 'Parties'** shall mean the Company or the Client referred to individually as a "Party" and both of them together, collectively as the "Parties";

**'Pending Order'** is an order that has been entered into the trading platform but will not be executed unless certain conditions are met; the most common types of pending orders are Buy/Sell limit; Buy/Sell Stop; Stop loss and Take Profit;

**'Platform'** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client's Trading Account;

**'Power of Attorney'** shall mean the power to authorize a third party to act on behalf of the Client in the specified business relationship with the Company;

**'Registration Form'** shall mean the application form/questionnaire completed by the Client in order to apply for the Company's Services under this Agreement and a Client's Trading Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his/her categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations;

**'Scalping Trades'** shall mean any and all trades which have been closed within the two (2) minute limit and/or the opening of a similar "opposite" trade within the 2-minute limit;

**'Services'** shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 6 of the Agreement;

**'Spread'** shall mean the difference between the purchase price Ask (rate) and the sale price Bid (rate) of the financial instruments at the same moment;

**'Stop Out Level'** shall mean such condition of account when the open positions are forcedly closed by the Company at current prices;

**'Stop Loss Order'** means an order placed to sell a security when it reaches a certain price. Stop loss orders are designed to limit an investor's loss on a position in a security;

**'Take Profit Order'** shall mean any pending order that is attached to an open position or another pending order for closing the position, usually with a profit;

**'Transaction'** shall mean any type of transaction effected in the Client's Trading Account including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Client or an authorized representative;

**'Underlying Asset'** shall mean the financial instrument (e.g. stock, futures, commodity, currency, index) on which a derivative's price is based;

**'Underlying Market'** shall mean the relevant market where the Underlying Asset of a CFD is traded;

‘Website’ shall mean the Company’s website at [www.lykke.com.cy](http://www.lykke.com.cy) or such other website(s) as the Company may maintain from time to time.

2.2. All references to the singular herein shall also mean the plural and vice versa unless the context otherwise requires;

2.3. Words importing the masculine shall import the feminine and vice versa;

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

### **3. Client Application and Acceptance and Commencement of the Agreement**

3.1. After the Client fills in and submits the Registration Form together with all the required identification documentation, required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries;

3.2. The Company reserves the right to request additional information from the Client, other than what is referred to this Agreement, to allow it to comply with its anti-money laundering obligations. The Client agrees to comply with any request for further information as the Company will reasonably require in order to enable the Company to comply with its anti-money laundering obligations;

3.3. The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company’s Client and that a Client’s Trading Account has been opened for him. If the Client meets with the Company face to face to conclude the Agreement, then the Agreement shall come into force and effect on signature date. The Agreement shall remain in force until terminated under paragraph 24 below.

### **4. Client Categorisation**

4.1. According to Applicable Regulations, the Company has to categorise its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. The Client shall be categorised and treated as a Retail Client. This categorization provides the highest level of protection compared to a Professional Client or Eligible Counterparty;

4.2. The Company will inform the Client of his/ her categorisation according to Applicable Regulations. The Client has the right to request different categorization. Where the Client wishes to be governed by the Applicable Regulations and the Company’s Client Categorisation, for Professional Client or Eligible Counterparty, then the Client must inform the Company in writing, clearly stating such a wish. The final decision for the changing or not of Client’s Categorisation will be at the sole discretion of the Company. The Company will notify the Client in writing to inform him/ her of his/ her loss of certain regulatory protections prior to agreeing a re-categorization request. The categorisation shall depend on the information provided by the Client to the Company and according to the method of categorisation as this method is explained under the document “Client Categorisation” on the Website ([http://lykke.com.cy/Lykke\\_Client\\_Categorisation.pdf](http://lykke.com.cy/Lykke_Client_Categorisation.pdf)). By accepting this Agreement, the Client accepts application of such method;

4.3. The Client accepts that when categorising the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Registration Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter;

4.4. It is understood that the Company has the right to review the Client’s Categorisation and change his Categorisation if this is deemed necessary (subject to Applicable Regulations).

## 5. Assessment of Appropriateness

5.1. In providing the Service of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge and experience in the investment field relevant to the specific type of Service or Financial Instrument offered or demanded, so as to enable the Company to assess whether the Service or Financial Instrument is appropriate for the Client or potential Client. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the Service or Financial Instrument is appropriate for him. The Company shall assume that information about his knowledge and experience provided from the Client or potential Client to the Company, is accurate and complete and the Company shall have no responsibility to the Client or potential Client if such information is incomplete and/or misleading and/or changes and/or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client or potential Client has informed the Company of such changes.

The Company shall specify the type(s) of client for whose needs, characteristics and objectives the financial instrument is compatible prior to presenting such financial instruments to the client. The potential target market of each financial instrument it manufactures shall be specified at a sufficient granular level to the best efforts of the Company to be consistent with its Product Governance Policy and the current legal framework. The level of granularity of the target market shall be proportionate to the nature of the financial instrument and distribution strategy as per the Product Governance Policy.

When the Company acts as manufacturer only, given the absence of specific client information, target market assessment shall be rather abstract and shall be based, inter alia, on the Company's theoretical knowledge of and past experience with the product.

The identification of the target market shall be based on an assessment of end clients for whose needs and objectives the product is intended, taking into account the nature of the product. In particular, the Company shall:

- a) assess whether the risk/ reward profile of the financial instrument is consistent with the target market and whether the financial instrument design is driven by features that benefit the client and not by a business model that relies on poor client outcomes to be profitable;
- b) consider the charging structure proposed for the financial instrument and examine the following:
  - whether the financial instrument's costs and charges are compatible with the needs, objectives and characteristics of the target market;
  - whether the charges undermine the financial instrument's return expectations, such as where the costs or charges equal, exceed or remove almost all the expected tax advantages linked to a financial instrument; and
  - whether the charging structure of the financial instrument is appropriately transparent for the target market, such as that it does not disguise charges or is too complex to understand.

When identifying the target market for a financial instrument, the Company shall use the following list of five categories:

- c) client type: "retail client", "professional client".
- d) knowledge and experience: knowledge and experience about elements such as the product type, product features and/ or knowledge/ experience in thematically related areas to help the client understand the product; knowledge and experience may be dependent on each other in some cases.
- e) financial situation with a focus on the ability to bear losses: the percentage of losses target clients are able and willing to afford must be specified; the Company should also specify if there are any additional payment obligations that might exceed the invested amount (e.g. margin calls).
- f) risk tolerance and compatibility of the risk/ reward profile of the product with the target market: the general attitude that target clients should have in relation to the risks of investment must be specified and described (e.g. "risk-oriented or speculative", "balanced", "conservative").
- g) clients' objectives and needs: the wider financial goals of target clients or the overall strategy they follow when investing must also be specified (e.g. the expected investment horizon - number of years the investment is to be held); the clients' objectives and needs may vary from specific to more generic.



For more complicated products, such as CFDs, the target market shall be identified with more detail, while for simpler, more common products, the target market could be identified with less detail.

h) Negative Target Market

For each financial instrument it manufactures, the Company shall also identify a negative target market, i.e. any group(s) of clients for whom the product is incompatible, by using the same five categories as stated above. To the best efforts of the Company to be compliant with the legal framework and the Product Governance policy it will proceed to offer financial instruments that are suitable to your needs as a client based on the information provided to us during the on-boarding stage and from time to time as per the policies of the Company for maintenance and supervision of the account. Should such information not be disclosed in full or accurately, the Company does not take any responsibility if such a financial instrument was presented to you and/or offered in error and outside your comfort level as an investor. We may only offer financial instruments to investors according to the investment profile and appropriateness scoring provided to us according to the legal framework and our Product Governance and other on—boarding policies. Should you have any question or doubt as to whether a financial instrument is appropriate or not for your investment purposes according to the aforementioned, please contact the company prior to making any investment decision.

When acting as a manufacturer only, where the Company does not have a direct relationship with end-clients, it shall identify the negative target market on a theoretical basis which may or may not include you as per the information provided during the on-boarding stage and thereafter based on the legal framework and the account maintenance policies of the Company.

## 6. Services

6.1. The Services to be provided by the Company to the Client under this Agreement are the following:

- a) Reception and Transmission of orders in relation to one or more financial instruments
- b) Execution of Orders on behalf of clients

In addition, the Company will provide to you with the following ancillary services:

- a) Safekeeping and administration of Financial Instruments, including custodianship and related services such as cash/collateral management;
- b) Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction
- c) Foreign Exchange Services provided these are connected with the provision of Investment Services of point (a) above;
- d) Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments.

6.2. The Company reserves the right to offer the Financial Instruments on any Underlying Asset it considers appropriate. The Website will be the primary means of presenting the Underlying Asset on which the Company will offer the Financial Instrument and the Contract Specifications for each of them. The Company reserves the right to modify the contents of the Website at any time upon notice given to the Client under this Agreement;

6.3. It is agreed and understood that the Company offers its Services in relation to various Financial Instruments, as these are presented on the Company's Website. However, the Client may be allowed to trade only in one or some of those Financial Instruments;

6.4. It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

## 7. Advice and Commentary

7.1. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or



the Underlying Markets or Assets. The Client alone will decide how to handle his Trading Account and place Orders and take relevant decisions based on his own judgement;

7.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction;

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

- a) The Company will not be responsible for such information;
- b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
- c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;

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

## **8. Platform and Electronic Trading**

8.1. By consenting to the Agreement, the Client is entitled to apply for Access Code, which allow him to have access within the Company's Platform(s), in order to be able to give Orders with the Company, through a compatible personal computer or tablet or phone of the Client, connected to the Internet. For this reason, subject to the Client's obligations under this Agreement, the Company hereby grants the Client a limited license, which is non-transferable, nonexclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in particular Financial Instrument(s). The Company may use different Financial Instrument depending on the Platform(s);

8.2. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible;

8.3. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet;

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

8.5. The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable;

8.6. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s);

8.7. Orders with the Company are placed on the Platform(s), with the use of Access Code through the Client's compatible personal computer (or phone or tablet) connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Code on the Platform(s), without any further enquiry to the Client and any such Orders will be binding upon the Client;

8.8. The Company declares and the Client fully understands and accepts that the Company is not an Internet Service Provider nor shall be kept neither liable nor responsible for any electricity failures that prevent the use of the Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of the internet connection or electricity failures. In the case of such electricity / communication/ internet failures, and when the Client wishes to execute a position, then he must telephone our operators on the phone line +357 22 000977 and give verbal instruction(s). The Company reserves the right to decline any verbal instruction(s) in cases where its telephone recording system is not operational and/or in cases where the Company is not satisfied of the caller's/Client's identity or in cases where the transaction is complicated, and reserves the right to ask the Client to give instructions by any other mean, inter alia, electronic mail (e-mail).

## **9. Prohibited Actions on the Platform**

9.1. It is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform(s) and/or Client's Trading Account(s):

- a) Use, without the prior and written consent of the Company, of any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client's Trading Account(s);
- b) Intercept, monitor, damage or modify any communication which is not intended for him;
- c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company;
- d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
- e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation;
- f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s);
- g) Any action that could potentially allow the irregular or unauthorised access or use of the Platform(s);
- h) Send massive requests on the server which may cause delays in the execution time;
- i) Perform Abusive Trading.

9.2. Should the Company reasonably suspect that the Client has violated the terms of clause 9.1., it is entitled to take one or more of the counter measures of clause 13.2.

## **10. Safety**

10.1. The Client agrees to keep secret and not to disclose his Access Code or Client's Trading Account number to any third person;

10.2. The Client should not write down his Access Code. If the Client receives a written notification of his Access Code, he must destroy the notification immediately;

10.3. The Client agrees to notify the Company immediately if he knows or suspects that his Access Code or Client's Trading Account number have or may have been disclosed to any unauthorised person;

10.4. The Company will then take steps to prevent any further use of such Access Code and will issue replacement Access Code;

10.5. The Client will be unable to place any Orders until he receives the replacement Access Code;

10.6. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Code or Client's Trading Account number;

10.7. The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data, Access Code and Client's Trading Account number when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

10.8. If the Company is informed from a reliable source that the Client's Access Code or Client's Trading Account number may have been received by unauthorised third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client's Trading Account.

## **11. Execution of Orders**

11.1. The Client is informed that all Orders placed by the Client are received by the Company and transmitted for execution (called straight through processing or STP) directly to another entity called a Liquidity Provider. Hence the Company does not act as a counterparty of the Client in any given transaction but as a broker or agent of the Client.

11.2. The Company's operation time for trading: From Mondays at 00:00 and closing on Fridays at 24:00, excluding market and national holidays.

11.3. By accepting these present Terms and Conditions, the Client is accepting that he has read and understood and unconditionally accepted all the information provided under the title "Order Execution Policy", as hereto enclosed as "Appendix A" and constitutes an integral part of this Agreement, as this information is loaded on the Website ([http://lykke.com.cy/20180228\\_Lykke\\_Cyprus\\_Ltd\\_Order\\_Execution\\_Policy.pdf](http://lykke.com.cy/20180228_Lykke_Cyprus_Ltd_Order_Execution_Policy.pdf)) which is public and available to all Clients;

11.4. The Company will be entitled to rely and act on any Order given by using the Access Code on the Platform(s) or via phone without any further enquiry to the Client and any such Orders will be binding upon the Client;

11.5. The Company shall, in certain circumstances (for example in case the Platform is not operational or the Client is facing technical problems) accept instructions, via telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Client's identity and clarity of instructions. In cases where an Order is being received by the Company in any means other than through the Platform, the Order will be transmitted by the Company to the Platform and processed as if it was received through the Platform;

11.6. The Client has the right to authorize a third party to give instructions and/or Orders to the Company or to handle any other matters related to this Agreement, provided that the Client has notified the Company in writing, of exercising such a right and that this person is approved by the Company fulfilling all of Company's specifications for this. Unless the Company receives a written notification from the Client stating the expressed termination of the said person's authorization, the Company will continue accepting instructions and/or Orders given by this person on behalf of the Client and the Client shall recognize such Orders as valid and committing. The above written notification for the termination of the authorization to a third party has to be received by the Company with at least two (2) Business Days' notice;

11.7. Orders cannot be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol). The Client may change the expiry date of Pending Orders or delete or modify a Pending Order before it is executed, if it is not Good 'til Cancelled (GTC);

11.8. The transaction (opening or closing a position) is executed at the Bid / Ask prices offered to the Client. The Client chooses desirable operation and makes a request to receive a transaction confirmation by the Company. The transaction is executed at the prices the Client can see on the screen. Due to the high volatility of the markets during the confirmation process the price may change, and the Company has the right to offer the Client a new price. In the event the Company offers the Client a new price the Client can either accept the new price and execute the transaction or refuse the new price, thus cancel the execution of the transaction;

11.9. The Client, using electronic access, can give only the following orders of trading character:

i. OPEN – to Open a Position;

ii. CLOSE – to Close an Open Position;

iii. To add, remove, edit orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop. Any other Orders are unavailable and are automatically rejected. The confirmed Open or Closed position cannot be cancelled by the Client.

11.10. Orders can be placed, executed, changed or removed only within the operating (trading) time (please refer to paragraph 11.2) and shall remain effective through the next trading session. The Client's Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period;

11.11. The Company shall not be held responsible or liable in the case of delays or other errors caused during the transmission of Orders via computer;

11.12. A Corporate Event ("the Corporate Event") are the declarations by the issuer of the Financial Instrument of the terms of any of the following but not limited to:

i. A subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalization or similar issue;

ii. a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company;

iii. Any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares.

11.13. The Company reserves the right to change the opening/closing price (rate) and/or size and/or number of the related transaction (and/or the level and size of any Sell Limit, Buy Limit, Sell Stop, Buy Stop order). In case of any Underlying Asset of the Financial Instrument becomes subject to possible adjustment as the result of any event set out in clause 11.12 above. This operation is applied exclusively to securities and has a meaning to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event. All actions of the Company according to such adjustments are conclusive and binding upon the Client.

The Company shall inform the Client of any adjustment as soon as reasonably practicable;

11.14. While a Client has any open positions on the ex-dividend day for any of the Financial Instruments, the Company reserves the right to proceed with the closure of such positions at the last price of the previous trading day and open the equivalent volume of the underlying security at first available price after the market movement, on the ex-dividend day. In this case, the Company has to inform the Client by releasing an announcement on the Website about the possibility of such actions, not later than the closing of the trading session prior to the ex-dividend day;

11.15. The Company reserves the right, at its sole discretion; to disable the Client from opening any new positions on the ex-dividend day or prior to the ex-dividend day. In case of any unjustified profit, generated from ex-dividend activity, the Company reserves the right and without giving a prior notice to the Client to re-adjust the profit (i.e. remove the profit);

11.16. Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments are executed at the declared by the Client price on the first current price touch. The Company reserves the right not to execute the Order, or to change or to revert the opening (closing) price of the transaction in case of the technical failure of the Platform, reflected financial tools quotes feed, and also in case of other technical failures;

11.17. Under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop) on any Financial Instrument at the declared price. In this case, the Company reserved the right, at its sole discretion, to execute the order or change the opening (closing) price of the transaction at a first available price;

Events that might cause the above-mentioned actions on behalf of the Company are considered to be the following, (the list is NOT exhausting):

- i. At times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted;
- ii. In the trading session start moments which has as a result, placing a Stop—Loss Order will not necessarily limit the client's losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

11.18. The Client may submit to the Company by electronic mail (e-mail) or in writing or deliver by hand, his objection to the execution or the non-execution or the mode of execution of a transaction and/or Order concluded on his behalf within five Business Days from the conclusion of the transaction. Otherwise, the transaction will be considered valid and binding for the Client;

11.19. At Margin level “Zero” the Company will automatically close all positions at market price;

11.20. The Client agrees and acknowledges that all conversations / communications between the Client and the Company shall be recorded on magnetic, electronic and other carriers and shall be stored for a period of up to seven (7) years. The Client further agrees that the Company has the right to use these records as evidence in case any dispute arises between the Company and the Client;

11.21. The Company has the right to refuse the Client in the execution of transactions through the telephone line, if the actions of the Client are not clear and/or do not include the following operations: opening position, closing position, changing or removing orders;

11.22. In case of Force-Majeure, hacker attacks and other illegal actions against the Server of the Company and/or a suspension of trade in the financial markets concerning Financial Instruments of the Company, the Company may, suspend, or close the Client's positions and request the revision of the executed transactions;

11.23. The Quotes appearing on the Client's terminal are based on the quotes received from a Third Party and the Company adds a mark-up. For purposes of trading with the Company, the Client shall refer to the prices of the Company on the Platform.

11.24. The Quotes appearing on the Client's terminal are based on the quotes from the Liquidity Provider and are indicative quotes and hence the actual execution price may vary depending on the market conditions. For example, if there is high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for price but he will get the first price that will be in the market and this may result in positive or negative Slippage for the Client;

11.25. The Client shall not employ any means, electronic or otherwise, including software and/or software- equipped computer or other electronic device for the purpose of automatic trading in his Trading Account. Furthermore, the Client shall not use or allow the use of a computer for the purpose of performing a transaction, in a way that the transaction performed is obstructing and/or interfering with the regular and ordinary carrying out of the said transaction, as this was contemplated by the Company (including but not limited to: expert advice software; auto clickers and other similar software). Whereas the Client wishes to act contrary to the provisions of this paragraph, he must give notice of an application in writing to the Company, and may only act contrary to the provisions of this paragraph where the Company approves the said application;

11.26. The Company reserves the right to change the Trading Conditions on its Website at any time. The Client agrees to check the Trading Conditions and the full specification of the Financial Instrument before placing any Order. The minimum volume of the transaction is 1000 base currency units for FX on the. Leverage varies according to the product as shown in the Leverage and Margin Policy, available on the Company's. At the opening of a Client's Trading Account, the leverage rate is predetermined. The Client may request for a different leverage to be applied to his/ her Trading Account by contacting the Company, and the latter reserves the right to reject the request, in accordance with its Leverage and Margin Policy;

11.27. The Company reserves the right to change the Client's Trading Account leverage at its sole discretion, either for a limited time period or on a permanent basis, by informing the Client either by internal electronic mail (e-mail) and/or in writing by regular mail and/or posting an announcement on the Company's Website;

11.28. The Company has the right at its sole discretion to increase or decrease spreads on Financial Instruments depending on market conditions without any prior notice to the Client;

11.29. The Company has the right not to accept CFD trading in Currency Pairs (Forex Trading), to be determined in its own absolute discretion, 2 minutes before and after a Critical News Release;

11.30. The Client is prohibited from performing Scalping Trades. The Company reserves the right to cancel any trades that have been closed within the two (2) minute limit, and has the right to act according to clause 24.4(v) of this Agreement.

## **12. Refusal to Execute Orders**

12.1. The Client acknowledges and accepts that the Company shall have the right, to refuse to execute any Order, amongst others in any of the following cases:

- i. Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Underlying Assets, constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legislation of proceeds from illegal acts or activities (money laundering); affects or may affect in any manner the reliability or smooth operation of the Platform;
- ii. In calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company;
- iii. Internet connection or communications are disrupted;
- iv. In consequence of request of regulatory or supervisory authorities of the Republic of Cyprus or a court order or antifraud or anti-money laundering authorities;
- v. Where the legality or genuineness of the Order is under doubt;
- vi. A Force Majeure Event has occurred;
- vii. In an Event of Default of the Client, as stated below in paragraph 13;
- viii. The Company has sent a notice of Termination of the Agreement to the Client, in accordance with paragraph 24;
- ix. The Platform rejects the Order due to trading limits imposed;
- x. Under abnormal market conditions;
- xi. The Client does not hold adequate funds in his Balance for the specific Order.

12.2. In case any Order either to Open or Close a position concerning any Financial Instrument, has been mistakenly accepted and/or executed by the Company, the Company will make every effort to maintain the Client's original position. Any charges, losses or profits incurred from the actions above, will be absorbed by the Company.

## **13. Events of Default**

13.1. Each of the following constitutes an "Event of Default":

- a) The failure of the Client to perform any obligation due to the Company;
- b) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or



composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

- c) The Client is unable to pay the Client's debts when they fall due;
- d) Where any representation or warranty made by the Client under this Agreement is or becomes untrue;
- e) The Client (if the Client is an individual) passes away or is declared absent or becomes of unsound mind;
- f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 13.2;
- g) An action set out in clause 13.2 is required by a competent regulatory authority or body or court;
- h) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing;
- i) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company;
- j) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities;
- k) The Company reasonably suspects that the Client performed a Prohibited Action, as stated above in Paragraph 9;
- l) The Company reasonably suspects that the Client performed Abusive Trading;
- m) The Company reasonably suspects that the Client opened the Client's Trading Account fraudulently;
- n) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund the Client's Trading Account.

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

- a) Terminate this Agreement immediately without prior notice to the Client;
- b) Cancel any Open Positions;
- c) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s);
- d) Reject any Order of the Client;
- e) Restrict the Client's trading activity;
- f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution;
- g) Cancel or reverse any profits and/or trading benefits gained through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed.
- h) Take legal action for any losses suffered by the Company;
- i) Block the IP address and/or the trading account of the Client who sends massive requests on the server which may cause delays in the execution time.

## **14. Settlements of Transactions and Reporting**

14.1. The Company shall proceed to a settlement of all transactions upon execution of such transactions;



14.2. Under Applicable Regulations, the Company shall provide the Client with reporting on his Orders. In order to comply with CySEC Rules in regards to Client reporting requirements, the Company will provide the Client with a continuous online access to the Client's Trading Account via the Platform(s) used by the Client; the Client will be able to see in the Client's Trading Account the status of his Order, confirmation of execution of the Order as soon as possible and no later than the first business day following execution (including the trading date, time, type of Order, venue identification, instrument identification, the buy/sell indicator, the nature of the Order, the unit quantity and price, total consideration, total sum of commissions and expenses charged and, where the Client so requests, an itemised breakdown) his trading history, his Balance and other information. The Client has the right to ask the Company to send reports by electronic mail (e-mail), facsimile or on paper by post;

14.3. If the Client has a reason to believe that the confirmation, as per paragraph 14.2, is wrong or if the Client does not receive any confirmation when he should, the Client shall contact the Company within five (5) Business Days from the date the Order was sent or ought to have been sent (in the event that a confirmation was not sent). If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

## **16. Client Money**

16.1. The Company will promptly place any Client money it receives into one or more segregated account(s) with reliable financial institutions chosen by the Company such as a credit institution, or a bank or a qualifying money market fund;

16.2. Clients are informed that funds placed with a qualifying money market fund will not be held in accordance with the requirements for safeguarding client funds set out in the applicable regulations. In this respect, the Company shall obtain the Client's explicit consent prior to the placement of his funds in a qualifying money market fund.

16.3. Although the Company exercises all due skill, care and diligence in the selection, appointment and periodic review of the above institutions of clause 16.1. of and makes such general enquiries from readily available sources about the reliability of these institutions, the Company cannot guarantee their financial standing and accepts no responsibility in the event of liquidation, receivership or otherwise failure of such bank or institution which leads to a loss of all or any part of the funds deposited with them;

16.4. It is understood that the Company may keep merchant accounts in its name with payment service providers used to settle payment transactions of its Clients. However, it is noted that such merchant accounts are not used for safekeeping of Client money, but only to effect settlements of payment transactions. It is further understood that such payment service providers normally keep percentage of the deposit (as a rolling reserve) for several months. This will not affect the balance of the Client's Trading Account;

16.5. The Client funds will at all times be segregated from the Company's own money and cannot be used in the course of its own business. It is understood that the Company may hold Client money and the money of other clients in the same account (omnibus account) within institutions of clause 16.1;

16.6. Funds deposited may be kept in one or more omnibus accounts with any authorised regulated credit institution which we will specify from time to time and will be held in our name denominated as clients' funds as set out above. The legal and regulatory regime applying to any such bank or payment processing company outside the European Union will be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous proceedings in relation to that bank or payment processing company, your money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Cyprus and the European Union. We will not be liable for the insolvency, acts or omissions of any third party referred to in this clause or for any loss suffered as a result of any shortfall in any omnibus account.

16.7. Upon entering into the Agreement, the Client authorizes the Company to credit or debit the Client's Trading Account with profits or losses from trading and other relevant Company charges under the Agreement and make the relevant reconciliations, deposits and withdrawals from the omnibus account on his behalf;

16.8. Client money may be held on the Client's behalf with counterparty within or outside the Republic of Cyprus. The legal and regulatory regime applying to any such counterparty outside the Republic of Cyprus will be different from that of the

Republic of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a segregated account in the Republic of Cyprus. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account; The Client may notify the Company in writing in case he does not wish his money to be held with a counterparty outside of the Republic of Cyprus;

16.9. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest. Any interest generated from the client account shall distributed to charity.

## **17. Deposits and Withdrawals**

17.1. The Client may deposit funds into the Client's Trading Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time. The detailed information about deposit options is shown on the homepage of the Website;

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

17.3. If the Client makes a deposit, the Company shall credit the relevant Client's Trading Account with the relevant amount actually received by the Company within two (2) Business Days following the amount is cleared in the bank account of the Company and relevant compliance procedures;

17.4. If the funds sent by the Client are not deposited in the Client's Trading Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from the Client's Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents;

17.5. The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time;

17.6. Upon the Company receiving a request from the Client to withdraw funds from the Client's Trading Account, the Company shall initiate processing the withdrawal request on the same day that the Client's request is received, or the next working day if the Client's request is received outside of normal trading hours, if the relevant requirements are met:

- a) the withdrawal request includes all required information;
- b) the request is subject to the right of the Company to require additional information and/or documentation prior to releasing any funds in compliance with the provisions of clause 3.2;
- c) the request is to make a transfer to the originating account (whether that is a bank account, a payment system account etc. from which the money was originally deposited in the Client's Trading Account or at the Client's request to a bank account belonging to the Client;
- d) the Company, in accordance with Anti-money laundering framework, has been satisfied that the bank and/or credit card account where the transfer is to be made to, belongs to the Client. To this end the Company may request evidence such as bank statements or equivalent;
- e) at the moment of payment, the Client's Balance is equal to or higher than the amount specified in the withdrawal instruction including all payment charges, if any;
- f) there is no Force Majeure event which prohibits the Company from effecting the withdrawal.

The Company cannot be held responsible for delays caused by incomplete documentation or the Client's Bank internal procedures.

17.7. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client's Trading Account and will not make withdrawals to any other third party or anonymous account. Only in exceptional cases and upon the approval by the relevant compliance department.

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

17.9. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client's Trading Account for these charges; For more information regarding the applicable withdrawal charges, please refer to the Company's website ([http://lykke.com.cy/20180228\\_Lykke\\_Cyprus\\_Ltd\\_Terms\\_of\\_Deposit%20and%20Withdrawal.pdf](http://lykke.com.cy/20180228_Lykke_Cyprus_Ltd_Terms_of_Deposit%20and%20Withdrawal.pdf)).

17.10. The Client may send the request for internal transfer of funds to another Client's Trading Account held by him with the Company. Such internal transfers shall be subject to the Company's internal procedures from time to time;

17.11. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to suffer the loss.

17.12. It is understood that the Client has the right to withdraw the funds which are not used for margin covering, free from any obligations from the Client's Trading Account without closing the said Client's Trading Account;

17.13. The Client agrees to pay any incurred bank or other third-party payment services provider's transfer fees when withdrawing funds from the Client's Trading Account to his designated bank account. The Client is fully responsible for payments details, given to the Company and the Company accepts no responsibility for the Client's funds, if the Client's given details are wrong. It is also understood and agreed by the Parties, that the Company accepts no responsibility for any Client unless and until they are deposited into the Company's bank account(s). It is clarified that the Company has not authorised any Client Introducers or other third parties to accept deposits of Client money on its behalf;

17.14. The Client agrees that any amounts sent by the Client or on the Client's behalf, will be deposited to the Client's Trading Account at the value date of the payment received and net of any charges/fees charged by the bank account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's Trading Account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received;

17.15. Withdrawals should be made using the same method used by the Client to fund the Client's Trading Account and to the same remitter. The Company reserves the right to request further documentation while processing the withdrawal request or to decline a withdrawal request with a specific payment method and suggest another payment method where the Client needs to proceed with a new withdrawal request. The Company reserves the right if it is not satisfied with any documentation provided by the Client, to reverse the withdrawal transaction and deposit the amount back to the Client's Trading Account;

17.16. Any profits made by the Client can only be made to a bank account held in the name of the Client.

17.16. In the event that any amount received by the Client is reversed by the bank account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's Trading Account and reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result to a negative balance in all or any of the Client's Trading Account(s);

17.17. It is understood and accepted by the Client that in case there is a negative balance and there are no open positions on the Client's Trading Account, the Company, reserves the absolute right to manually adjust the Client's Trading Account back to zero (0), in accordance with governing legislation (negative balance protection).

## **18. Inactive and Dormant Client's Trading Account(s)**

### **18.1. Dormant Account Definition and Fees**

In case of absence of any trading activity for a period of six (6) months of the Client's Trading Account (i.e. Inactive Trading Account), the Company reserves the right to apply an administrative fee in order to maintain the trading account assuming

that the Client's Trading Account has the available funds. The administrative fee shall be announced at the Website under 'Account Information' as this is available on the Company's Website and available for all Clients.

A trading account is **not** considered dormant under the following circumstances:

- a) The Company was under instructions from the holder of the account not to communicate with that person (hold mail);
- b) Under the terms of the account, withdrawals of cash or securities are prevented or there is a penalty or other disincentive for effecting such transactions;
- c) The holder of the account has other active account(s) and the Company maintains communication with the client

## **18.2. Company's right to close Client Accounts**

If the Client Account is inactive for more than one (1) year, and after notifying the Client in its last known address, and as per clause 24 (Termination of Agreement), the Company **reserves the right** to close the Client Account. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

## **18.2. Reactivating**

In order for the account to be reactivated and for the maintenance fees to cease to be charged, the Client must log into his/her account, trade and/or make a deposit and/or place a withdrawal request. We shall not refund any inactivity fees already deducted from the Client's account prior to such reactivation.

## **18.3. Penalties**

No penalties will be imposed to the client. The account will be reactivated free of charge.

## **19. Netting and Set-Off**

19.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other;

19.2. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged;

19.3. The Company has the right to combine all or any Client's Trading Account(s) opened in the Client's name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

## **20. Company Fees, Taxes and Inducements**

20.1. The provision of the Services by the Company is subject to payment of fees such as brokerage fees/commissions, Swaps/Rollover and other fees. It is noted that the brokerage fees/ commissions are incorporated into the Company's quoted price (Spread). For keeping a position overnight in some types of CFDs the Client may be required to pay or receive financing fees "Swap/Rollover". Spreads and Swap rates appear in the Trading Conditions on the Website and/or Platform. Any additional Company fees (such as account maintenance fees or inactivity fees) appear on the Website and/or Platform. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees as such modification will be published on the Website and/or Platform available and public to all its Clients. Modifications are done in accordance with paragraph 23;

20.2. The Client shall be solely responsible for all filings, tax returns and reports 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 his trading activity with the Company hereunder and shall pay the Company, immediately when so requested by the latter and the Company is entitled to debit the Client's Trading Account(s) with any value added tax or any other tax, contribution or charge which may be payable as a result of any transaction which concerns the Client or any act or action of the Company under the Agreement;

20.3. In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the Client's Trading Account(s) with the said amount and in view of covering the aforementioned amount;

20.4. By entering into the Agreement, the Client has read and understood and accepted the information under the title "Terms and Conditions" ([http://lykke.com.cy/20180228\\_Lykke\\_Cyprus\\_Ltd\\_Website%20Terms\\_and\\_Conditions.pdf](http://lykke.com.cy/20180228_Lykke_Cyprus_Ltd_Website%20Terms_and_Conditions.pdf)), that form part of this Agreement, as this information is loaded on the Website public and available for all Clients, in which all related fees are explained;

20.5. Should the Company pay or receive any commissions or inducements to or from Introducers, or any other third party these shall not be charged to the Client and the Client's Trading Account(s) balance will not be affected. The Client will be informed of any commissions or inducements paid or received by the Company according to Applicable Regulations and in accordance with the MiFID II guidance and Authority Circulars from time to time. Furthermore, any such commissions or inducements paid will be in full conformance with the relevant legal framework and such payments will not be based on inter alia the below:

Examples of remunerations that seem to create conflicts of interests and are not in line with the conduct of business rules that the Company accepts from Introducers and/or Affiliates are:

- a) Remunerations as a percentage of the total volume of transactions, or the value of transactions, or the value of clients' deposits.
- b) Remuneration based on retention of clients e.g. based on a predefined percentage of cancellation of withdrawal requests that an employee manages to achieve.
- c) Remunerations based on the number of potential clients who have actually become clients.
- d) Remunerations as a percentage of the net revenue accruing to the CIF in respect to clients' transactions (closed P&L of clients).
- e) Fixed remunerations based on the number of new clients attracted.

20.6. A fee, commission or non-monetary benefit shall be considered to be designed to enhance the quality of the relevant service to the client if all of the following conditions are met:

- a) It is justified by the provision of an additional or higher level service to the relevant client, proportional to the level of inducements received, such as:
  - i. the provision of non-independent investment advice on and access to a wide range of suitable financial instruments including an appropriate number of instruments from third party product providers having no close links with the CIF;
  - ii. the provision of non-independent investment advice combined with either: an offer to the client, at least on an annual basis, to assess the continuing suitability of the financial instruments in which the client has invested; or with another on-going service that is likely to be of value to the client such as advice about the suggested optimal asset allocation of the client; or
  - iii. the provision of access, at a competitive price, to a wide range of financial instruments that are likely to meet the needs of the client, including an appropriate number of instruments from third party product providers having no close links with the CIF, together with either the provision of added-value tools, such as objective information tools helping the relevant client to take investment decisions or enabling the relevant client to monitor, model and adjust the range of financial instruments in which it has invested, or providing periodic reports of the performance and costs and charges associated with the financial instruments.
- b) It does not directly benefit the recipient firm, its shareholders or employees without a tangible benefit to the relevant client;
- c) It is justified by the provision of an on-going benefit to the relevant client in relation to an on-going inducement.

A fee, commission, or non-monetary benefit are not considered acceptable if the provision of relevant services to the client is biased or distorted as a result of the fee, commission or non-monetary benefit.

20.7. The Client undertakes to pay all stamp expenses relating to the Agreement and/or any documentation which may be required for the execution of the transactions under the Agreement.

## **21. Company Liability**

21.1. The Company shall conclude transactions in good faith and with due diligence but shall not be held responsible or liable for any negligent or wilful or fraudulent act or omission of any person duly authorised by the Client to act on its behalf and give instructions and Orders to the Company;

21.2. The Company shall not be held responsible or liable for any loss of opportunity as a result of which the value of the Client's Financial Instruments could increase or for any reduction in the value of the Client's Financial Instruments, regardless of how such decrease may arise, unless to the extent that such loss or reduction is directly due to deliberate omission or fraud by the Company or its employees;

21.3. If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement due to the non-fulfilment of any of the Client's statements contained in the Agreement, it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company;

21.5. The Company is a member of the Investor Compensation Fund (I.C.F). Depending on the Client Categorisation, the Client may be entitled to compensation from the I.C.F in the event that the Company is unable to meet its obligations. The fact that the Client is a Retail Client does not automatically render him eligible under the I.C.F. More details are found in the Company's document "Investor Compensation Fund".

## **22. Amendments**

22.1. The Company may upgrade the Client's Trading Account, convert Client's Trading Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client;

22.2. The Company may also change any terms of the Agreement for any of the following reasons:

a) Where the Company reasonably considers that:

- the change would make the terms of the Agreement easier to understand; or
- the change would not be to the disadvantage of the Client.

b) To cover:

- the involvement of any service or facility the Company offers to the Client; or
- the introduction of a new service or facility; or
- the replacement of an existing service or facility with a new one; or
- the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.

c) To enable the Company to make reasonable changes to the Services offered to the Client as a result of changes in:

- the banking, investment or financial system; or
- technology; or
- the systems or Platform used by the Company to run its business or offer the Services hereunder.

d) As a result of a request of CySEC or of any other authority or as a result of change or expected change in Applicable Regulations;



e) Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

22.3. As long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any reason not listed under clause 23.2;

22.4. For any change made clauses 23.2. and 23.3., the Company shall provide the Client with advance written notice of at least fifteen (15) Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately;

22.5. For any change in Agreement, where the Company elects to provide written notice via a post on the Website, the Company shall also provide the said written notice with an additional means of written notice;

22.6. When the Company provides written notice of changes under clauses 23.2 and 23.3 it shall tell the Client the date it comes into effect. The Client shall inform the Company whether the Client accepts the said changes or whether he wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination;

22.7. The Company shall have the right to review its costs, fees, charges, commissions, financing fees, swaps, execution rules, roll over and trading times, found on the Website and/or Platform, from time to time. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall be providing the Client with advance notice on its Website of at least fifteen (15) Business Days. The Client shall inform the Company whether the Client accepts such changes or whether he wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

22.8. The Company shall have the right to review the Client's Categorization, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect, by providing the Client with advance notice of

at least five (5) Business Days. Notwithstanding clause 23.1, changing the Client's Categorization may also mean changing the type of Client's Trading Account. The Client shall inform the Company whether he accepts the said change or whether he wishes to terminate the Agreement and not accept the change.

## **23. Termination of the Agreement**

23.1. The Client has the right to terminate this present Agreement by giving the Company at least seven (7) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all pending transactions on behalf of the Client shall be completed;

23.2. The first day of the Client's notice shall be deemed to be the date such notice has been received by the Company;

23.3. The Company may terminate the Agreement by giving the Client at least fourteen (14) Days written notice, specifying the date of termination in such;

23.4. The Company may terminate the Agreement immediately without giving fourteen (14) days' notice in the following case:

- a) In an Event of Default of the Client;
- b) Death of the Client;
- c) If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken;
- d) Such termination is required by any competent regulatory authority or body;
- e) The Client violates any provision of this Agreement and in the Company's opinion, the Agreement cannot be implemented;
- f) 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;



- g) The Client involves the Company directly or indirectly in any type of fraud;
- h) The Client is not acting in good faith and the Company has grounds to believe that the Client's trading activity affects in any way the reliability and/or operation of the Company;
- i) An unauthorised person is trading on behalf of the Client;

23.5. The termination of this 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.

23.6. Once notice of termination of this Agreement is sent and before the termination date:

- a) the Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;
- b) the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
- c) the Company will be entitled to refuse to accept new Orders from the Client;
- d) the Company will be entitled to refuse to the Client to withdraw money from the Client's Trading Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

23.7. Upon Termination any or all the following may apply:

- a) The Company has the right to combine any Client's Trading Account(s), to consolidate the Balances in such Client's Trading Account(s) and to set off those Balances;
- b) The Company has the right to close the Client's Trading Account(s);
- c) The Company has the right to convert any currency;
- d) The Company has the right to close the Client's Open Positions;
- e) The Company has the right to cease to grant the Client access to the Platform, including trading, depositing and opening new positions;
- f) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will () pay such Balance to the Client as soon as possible and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee and/or any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Company. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

23.8. Upon termination of this Agreement, the Company shall immediately hand over to the Client the Client's assets in its possession, provided that the Company shall be entitled to keep such Client's assets as necessary to close positions which have already been opened and/or pay any pending obligations of the Client, including, without limitation, the payment of any amount which the Client owes to the Company under this Agreement.

23.9. In case of termination of this Agreement for a reason indicated in clause 23.4 of this Agreement, the Company shall have no liability towards the Client and no obligation to pay the profit of the Client.

## **24. Acknowledgement of Risks**

24.1. The Client unconditionally acknowledges and accepts that, regardless of any information which may be provided by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value;

24.2. The Client unconditionally acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and unconditionally accepts and declares that he is willing to undertake this risk;

24.3. The Client declares that he has read, comprehends and unconditionally accepts the following:

- a) Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers;
- b) Some Financial Instruments may not become immediately liquid as a result e.g. of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks;
- c) When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance;
- d) A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations;
- e) The Financial Instruments offered by the Company are a non-delivery spot transaction and CFD Contract giving an opportunity to trade on changes in currency rates, commodities, stock market indices or share prices called the underlying instrument;
- f) The value of the Financial instruments is directly affected by the price of the security or any other underlying asset which is the object of the acquisition;
- g) The Client should not purchase Financial Instruments unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

24.4. The Client acknowledges and accepts that there may be other risks which are not contained in this Paragraph 25 and has read and accepted all information under the titles "General Risk Disclosure" as this information is loaded on the Company's webpage public and available to all Clients.

24.5. The Company may hold Clients' money in omnibus accounts with financial and credit institutions. In this respect, you are hereby warned that there is a risk of loss emanating from the use of omnibus accounts in financial or credit institutions. In such case it may not be possible to distinguish if the particular Client's funds are held by a certain financial or credit institution. Omnibus accounts may also hold other types of risks including legal, liquidation risk, haircut risk, third party risk etc.

## **25. Conflicts of Interest**

25.1. The Company declares that it takes all necessary measures, where possible, in order to anticipate or solve any conflicts of interest between, on the one hand itself and its associated persons and Clients and on the other hand, between its Clients. In any case, the Company draws the Client's attention to the following possibilities of a conflict of interest:

- a) The Company and/or any associated company and/or any company which is a member of the group of companies to which the Company belongs to and/or any natural person related to the Company, might:
  - i. Be providing other services to associates or other Clients of the Company who may have interests in Financial Instruments or Underlying Assets, which are in conflict or in competition with the Client's interests;
  - ii. Be an issuer of the Financial Instruments in which the Client wishes to conclude a transaction;
  - iii. Act on its behalf and/or for another Client as purchaser and/or seller and may have an interest in the Financial Instruments of the issuer in which the Client wishes to conclude a transaction;

- iv. Act as an Agent, and/or have any trading or other relationship with any issuer;
- vi. Have an interest in the outcome of a service provided to the Client or of a transaction carried out on behalf of the Client, which is distinct from the Client's interest in that outcome;
- vii. Have distinct interests than the interests of the Client in case where other members of the Group provide services to the Company (e.g. Liquidity Provider).

b) The Company may be matching the Client's orders with that of another Client by acting on such other Client's behalf as well as on the Client's behalf.

25.2. The Client has read and unconditionally accepts the "Conflict of Interest Policy" the Company has adopted, as this policy is mentioned in detail on the Website public and available to all Clients.

## **26. Personal Data, Confidentiality, Recording of Telephone Calls and Records**

26.1. The Company may collect Client information directly from the Client (in his completed Registration Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers;

26.2. Other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes, information already in the public domain or already possessed by the Company without a duty of confidentiality, will not be regarded as confidential;

26.3. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- a) Where required by law or a court order by a competent Court; in case such disclosure is required to be made by law or any regulatory authority, it will be made on a 'need-to-know' basis, unless otherwise instructed by the regulatory authority;
- b) Where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;
- e) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- f) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- h) To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs)(EMIR);
- i) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

- j) To market research call centers that provide telephone or electronic mail (e-mail) surveys with the purpose to improve the services of the Company, in such a case only the contact details data will be provided;
- k) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority;
- l) At the Client's request or with the Client's consent;
- m) To an Affiliate of the Company or any other company in the same group of the Company;
- n) To permitted successors or assignees or transferees or buyers, with fifteen (15) Business Days prior written notice to the Client;
- o) Client Information is disclosed in relation to US taxpayers to the Inland Revenue in the Republic of Cyprus, which will in turn report this information to the Internal Revenue Service (IRS) of the U.S. according to the Foreign Account Tax Compliance Act (FATCA) of the USA and the relevant intergovernmental agreement between the Republic of Cyprus and the U.S.
- p) To third parties engaging with the Company to help carry out certain internal functions such as account processing, fulfillment, client service or other data collection activities relevant to the Company's business.
- q) To credit reporting or collection agencies as reasonably required in order to provide the services to Company and/or its clients;
- r) Client information is disclosed in compliance with the common reporting standard (CRS) for the automatic exchange of financial account information developed by the Global Forum of the Organization for Economic Co-Operation and Development (OECD); in the cases where your tax residence is located outside Cyprus, the Company may be legally obliged to pass on the information and other financial information with respect to your financial accounts to Cyprus tax authorities and they may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

26.4. If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance the Processing of Personal Data (Protection of the Individual) Law of 2001, as amended, and the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any). The Company reserves the right to charge the Client an administrative fee for provision of such information;

26.5. By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside the European Economic Area, according to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001 for the reasons specified in paragraph 27.3;

26.6. Telephone conversations and electronic communications between the Client and the Company will be recorded and kept by the Company for a period of up to seven (7) years and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of conversations so recorded. Such recordings shall be provided to the Client upon request.

26.7. The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client;

26.8. The Client accepts that the Company, from time to time, by telephone, facsimile, electronic mail (e-mail) or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him/her or to conduct market research.

26.9. Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, Client's Trading Account(s) opening documents, communications and anything else which relates to the Client and shall be stored for a period of up to seven (7) years after termination of the Agreement.

## **27. Information Provided by Third Parties**

27.1. The Company's Website, Platform(s), electronic mails (e-mails), phone calls and/or any other method of communication with the Client(s), provide content, third party services and/or links to websites, controlled and/or offered exclusively by third parties, which are provided ONLY as a convenience to the Company's Clients;

27.2. The Company hereby declares that any third-party information is being forwarded to the Company's Clients without limitation and without any amendment on behalf of the Company. All Clients receive the same third-party information. Furthermore, the Company declares that the third-party information is being forwarded without going through any method of process and/or analysis and/or editing;

The Company shall not be responsible for any loss, damage, cost or expense of any nature whatsoever (including without limitation of a direct, indirect or consequential nature, any economic, financial loss or any other loss, or loss of turnover, profits, business or goodwill) which was incurred or suffered by third party sites and / or services and/ or any kind of information provided by a third party to clients as a convenience via Company's website, platforms, emails, phone calls and/ or any other method of communication with the clients.

27.3. The information should not be construed as containing investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments;

27.4. The Company does not explicitly or implicitly endorse or approve any products, content, information or services offered by any third-party;

27.5. The Company does not guarantee the accuracy, suitability, completeness or practicality of any information and/or services provided by a third party. Information and/or services provided by a third party are ONLY information and the Company SPECIFICALLY DISCLAIMS any liability. Clients using third party services (including but not limited to websites and/or information and/or services) USE THEM AT THEIR OWN RISK;

## **28. Communication with us - Notices**

28.1. Unless the contrary is required by the Company, any notice, instructions, authorizations, requests and or other communication between the Client and the Company under this Agreement, shall be taking place mainly via electronic mail (e-mail). However, in case where the Client does not wish to use the electronic mail (e-mail), he might communicate in writing via registered post. Any letter must be sent to the Company's registered mailing address which appears on the first page of the Agreement or to any other address which the Company may from time to time specify to the Client. In this last case, the notice, instructions, authorizations, requests and/or any other communication, shall take effect once the letter is received by the Company and not in any prior period;

28.2. The Client hereby acknowledges and accepts that the Company shall use the electronic mail's address he/she provided upon completion of the Registration Form for any communication based on Clause 29.1 above. The Client further accepts that he shall inform the Company immediately in case of an additional electronic mail (e-mail) address;

28.3. The Company reserves the right to specify any other way of communication with the Client;

28.4. The Company shall accept withdrawal requests directly from the Platform of the Client. The Client however may be requested to provide further documentation in order to comply with the Company's withdrawal procedures. The Company reserves the right not to accept withdrawal requests from the Platform and to ask the Client to submit the relevant withdrawal request form which can be found in the Website in writing along with any further document might be necessary in order to proceed with the request;

28.5. The Company may, at any time, assign and/or transfer to any legal or natural person any of its rights and/or obligations as they arise or are provided for in this present Agreement.

## **29. Trading Benefits**

29.1. The Company reserves the right to provide its Clients with trading benefits from time to time, which shall comply with the applicable CySEC's requirements;

29.2. Notification of such trading benefits as well as the terms and conditions that govern these shall be posted on the Website. It is understood that trading benefits are optional and the Client has to expressly opt in and accept the trading benefit's terms and conditions, in order for the Company to grant the trading benefit;

30.3. The Client acknowledges and accepts that any trading benefit given to the Client by the Company shall be visible on the Platform and/or by any other appropriate mean distinct from the Client's withdrawable equity.

### **30. Complaint Handling Procedure**

30.1. Any Complaints shall be addressed to the Compliance Department at [complaints@lykke.com.cy](mailto:complaints@lykke.com.cy) which is an independent department within the Company. The Compliance Department shall investigate the complaint and revert to the Client within a maximum period of eight (8) weeks.

30.2. The Client agrees to check the "Complaint Handling Procedure" ([http://lykke.com.cy/20180228\\_Lykke\\_Cyprus\\_Ltd\\_Complaints\\_Handling\\_Policy.pdf](http://lykke.com.cy/20180228_Lykke_Cyprus_Ltd_Complaints_Handling_Policy.pdf)) the Company has adopted, as this procedure is mentioned in detail on the Website and available to all Clients.

### **31. General Provisions**

31.1. The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into this Agreement;

31.2. If the Client is more than one person, the Client's obligations under the Agreement shall be joint and several and any reference in the Agreement to the Client shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order and/or Instruction given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client;

31.3. In case any provision of the Agreement is or becomes, at any time, illegal and/or void and/or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected;

31.4. All transactions on behalf of the Client shall be subject to Applicable Regulations which govern the establishment and operation of the Cyprus Investment Firms. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations. Any such measures as may be taken and all the Applicable Regulations in force shall be binding for the Client;

31.5. The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under this present Agreement;

31.6. The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments Markets conducted by the Company, following the present Terms and Conditions, and also the other information regarding activity of the Company are accessible and addressed to any natural persons and legal entities at the main webpage of the Company;

31.7. The Client accepts and understands that the Company's official language is the English language and should always read and refer to the Website for all information and disclosures about the Company, its policies and its activities. It is understood that the Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries, which contain information and disclosures to clients and prospective clients in any language other than the English language;

31.8. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing fifteen (15) Business Days prior written notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party;



31.9. It is agreed and understood that in the event of transfer, assignment or novation described in clause 32.8 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client's Trading Account and the Client Money as required, subject to providing fifteen (15) Business Days' notice;

31.10. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

## **32. Applicable Law, Jurisdiction**

32.1. This present Agreement shall be governed by, interpreted and construed in accordance with the Laws of the Republic of Cyprus. Any disputes arising out of or in connection with this present Agreement which are not resolved amicably by mutual agreement, shall be settled in the Courts of the Republic of Cyprus;

32.2. It is agreed by both Parties that in the event that any of the Terms and Conditions of this Agreement, is to be proven in whole or in part contradictory to any Cyprus Laws and/or Regulations, then this term will be immediately null and void without influencing validity of the rest of the Agreement.

## **33. Restrictions on Use**

33.1. The Service is not intended for any person:

- a) who is under the age of 18 years old or has not attained the legal age in his country of residence or is not of legal competence or of sound mind;
- b) who resides in any country where such distribution or use would be contrary to local law or regulation.

## **34. Client Declaration**

34.1. The Client solemnly declares that:

- a) By accepting these Terms and Conditions, the Client declares that he has read, fully understood and accepted, the entire text of the present Terms and Conditions to which he fully and unconditionally agrees;
- b) By accepting these Terms and Conditions, the Client declares that he has read, fully understood and accepted, the entire text of the following documents which are available on the Website at all times, to which he fully and unconditionally agrees:
  - Order Execution Policy
  - Client Categorisation
  - Conflicts of Interest Policy
  - General Risk Disclosure
  - Investor Compensation Fund
  - Complaint Handling Procedure
  - Leverage and Margin Policy
  - Privacy Policy
- c) He consents and agrees to direct advertising, either by phone or personal representation, facsimile, automatic calls, electronic mail (e-mail) or other phone, electronic or digital means by the Company;
- d) He is over 18 and to the best of his knowledge and belief, the information provided in Registration Form and any other documentation supplied in connection with the application form, is correct, complete and not misleading and he will inform the Company of any changes to the details or information entered in the Registration Form;



- e) He accepts that any orders he will place with the Company for the Financial Instrument offered by the Company, the Company will act as an Agent and not as a Principal on the Client's behalf. The sole Execution Venue for the execution of his orders is JFD Brokers. The Client accepts and acknowledges that JFD Brokers operates as a Regulated Investment Firm, but it does not operate as a Regulated Market or a Multilateral Trading Facility (MTF) or an Organised Trading Facility (OTF);
- f) He has chosen the investment amount, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- g) Whatever money handed over to the Company, it is agreed that it belongs exclusively to the Client, free of any lien, charge, pledge and/or any other encumbrance, being no direct or indirect proceeds of any illegal act or omission or product of any criminal activity;
- h) The Client acts for himself and not as a representative or a trustee of any third person, unless he has produced, to the satisfaction of the Company, a document and/or Power of Attorney enabling him to act as representative and/or trustee of any third person;
- i) The Client understands, accepts and agrees that the Company reserves the right to refund/return to the remitter (or beneficial owner) any amounts received under sections (i) and (ii) of this clause, having sufficient proof that these amounts are direct or indirect proceeds of any illegal act and/or omission and/or product of any criminal activity and/or belong to a third party and the Client has not produced sufficient excuse and/or explanations for that event, and consents that the Company may reverse all and any types of previous transactions performed by the Client in any of his Client's Trading Accounts and terminate the Agreement under Clause 24.4. The Company reserves the right to take all and any legal actions against the Client to cover itself upon such an event and claim any damages caused directly or indirectly to the Company by the Client as a result of such an event;
- j) The Client guarantees the authenticity and validity of any document handed over by the Client to the Company;
- k) He has regular access to the internet and consents to the Company providing him with the documents which form the Agreement, or information about the nature and risks of investments, by posting such documents and information on the Website or the Platform or by sending an electronic mail (e-mail). The Client further consents to the provision of trade reporting by means of a Platform. Should the Client wish, he may request for these to be sent by electronic mail (e-mail), facsimile or on paper by post. The Company shall inform the Client of any amendments of this Agreement, including amendments to the fees or to the costs or to the Contract Specifications or the Products and Services offered or Financial Instruments offered or the characteristics of Client's Trading Account(s), through the Website or the Platform and by sending an electronic mail (e-mail), and the Client shall inform the Company whether he consents to such changes or whether he wishes to terminate the Agreement and not accept the change.