

# CLIENT AGREEMENT

This Client Agreement, together with any Schedule(s), and accompanying documents, as amended from time to time, (the "Agreement") sets out the terms of the contract between you (also referred to as the "Client", "Customer", "you" and "yourself" as appropriate) and us (hereinafter referred to as "BrightFX", the "Company", "us" and "we", as appropriate) concerning the services we provide to you and you receive from us. Please read it carefully and let us know as soon as possible if there is anything that you do not understand.

BrightFX Capital Limited is a private limited company incorporated in Cyprus, authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC), with licence No. 342/17. Our registered address is at 4th floor, Office 401, 24, Piraeus Street, Strovolos, Nicosia 2023.

## 1. INTERPRETATION

In this Agreement:

"**Account**" means the account you hold with us and designated with a particular account number.

"**Applicable Regulations**" means:

- a) CySEC Rules or any other rules of a relevant regulatory authority; and
- b) all other applicable laws, rules and regulations as in force from time to time.

"**Associate**" means an undertaking in the same group as ourselves, a representative whom we or an undertaking in the same group as ourselves appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

"**Base Currency**" means USD/EUR/GBP.

"**Business Day**" means a day which is not a Saturday or a Sunday and upon which banks are open for business in Cyprus.

**"Client Money Rules"** means the rules specified in subparagraphs (8) and (9) of paragraph 17 of the Law which provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and other related matters Law No. 87(I)/2017 (the "Law") and the Directives and Circulars issued pursuant to this paragraph, as amended from time to time by CySEC.

**"Client"** and/or **"Customer"** means you, the counterparty of the Company agreeing to these terms and entering into this Agreement with the Company.

**"Contract for Differences"** or **"CFD"** means the financial instrument specified in paragraph (9) of Part III of First Appendix of the Law which provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and other related matters.

**"CySEC"** is an abbreviation for "Cyprus Securities and Exchange Commission".

**"CySEC Rules"** means the Law which provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and other related matters Law 87(I)/2017, as amended, the Prevention and Suppression of Money Laundering Activities Law 188(I)/2007 as amended, the Directives, Circulars and all other regulations issued pursuant to these Laws and all guidance notes, administrative notices, newsletters and rules published by the Cyprus Securities and Exchange Commission.

**"Electronic Services"** means a service provided by us, for example an Internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or an electronic order routing system.

**"Event of Default"** means any of the events of default as listed in Clause 14 (Events of Default).

**"Execution"** means the completion of clients' orders on the BrightFX Capital Ltd trading platform, where BrightFX Capital Ltd acts as a principal to clients' transactions.

**"Equity"** means the balance plus or minus any profit or loss that derives from any Open Positions.

**"Liquidity Provider" / "LP"** means an individual or institution which acts at both ends of currency transactions, i.e. sells and buys a particular asset at certain prices.

**"OTC"** means 'over the counter' and refers to transactions conducted outside a trading venue.

**"Omnibus Account"** means a bank account where Client Money will be pooled with money belonging to other Clients.

**"BrightFX Capital Ltd Trading Desk"** means the trading desk operated by us at our premises, the Headquarters of BrightFX Capital Ltd.

**"BrightFX Capital Ltd Online Trading System"** means the internet-based trading system available at our website that allows you to provide us with trading instructions.

"**Secured Obligations**" means the net obligation owed by you to us after the application of set-off under clause 10 (Margining Arrangements) in the paragraph entitled (Set-off on default).

"**FX Contract**" means a contract between BrightFX Capital Ltd and its Client to exchange two currencies at an agreed exchange rate.

"**System**" means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Service.

"**Trading Venue**" means a regulated market, a multilateral trading facility or an organised trading facility.

"**Transaction**" means any transaction subject to this Agreement and includes a CFD, or forward contract of any kind, future, option or other derivative contract in relation to any commodity, financial instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction or financial instrument for which we are authorised under our Cypriot Investment Firm ("CIF") licence from time to time which we both agree shall be a Transaction.

## 2. INTRODUCTION

### Scope of this Agreement

This Agreement sets out the basis on which we will provide services to you. This Agreement governs each Transaction entered into or outstanding between us on or after the execution of this Agreement. By accepting these terms, you enter into a legally binding agreement with us. You acknowledge that you have read and understood the terms of this Agreement.

Please note that there are other documents and information available on our Website, which do not form part of the Agreement, and provide more details on us and your activities carried on with us, such as:

- The "Order Execution Policy" that explains how trades are executed on our platform;
- the "Risk Disclosure" that summarises the key risks involved in investing in CFDs;
- the "Conflicts of Interest Policy" that explains how we handle any conflicts of interest in order to treat our Clients fairly;
- the "Client Categorisation Policy" that specifies how a client is being categorised in accordance with applicable legislation;
- the "Investor Compensation Fund Policy" that provides information on the Investor Compensation Fund and your eligibility to compensation under the Funds regulation;
- the "Complaints Handling Procedure" that sets out the procedure to be followed in the event that a client wishes to complain about our Company and the services offered to you under the present Agreement and explains how your complaint will be handled;

- the “Key Information Document” that provides information about the investment products we offer;
- the “Privacy Policy” that explains how we deal with private information you provide to us;

### **Commencement**

This Agreement supersedes any previous agreement between you and us on the same subject matter and takes effect when you indicate your acceptance via our website. This Agreement shall apply to all Transactions contemplated under this Agreement.

## **3. GENERAL**

### **Information about us**

We, BrightFX Capital Ltd (hereinafter referred to as the “Company”, “BrightFX” “We”, or “Us”), are authorised and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) with license number 342/17. Our registered office is at 4<sup>th</sup> floor, Office 401, 24, Piraeus Street, Strovolos, Nicosia 2023. Our contact details are set out in Clause 19 (Miscellaneous) under the heading “Notices”.

CySEC office is situated at 27 Diagorou Str. CY-1097, Nicosia, Cyprus.

The Company acts at all times as a principal in relation to your trades with us, and we will do so on a non-advised basis.

You accept that BrightFX is the only execution venue in relation to your trading under this Agreement. Although we may transmit your orders for execution to third-party liquidity providers through an electronic communication platform, contractually we are the sole counterparty to your trades and any execution of orders is done in our name. Further information can be found in our 'Order Execution Policy'.

The Company owns and operates the website [www.tradefred.com/eu](http://www.tradefred.com/eu) which allows online trading. The Client may trade through his/her Account from 00:00:01 (GMT+2) on a Monday until 00:00:00 (GMT+2) on a Friday. Please be informed that trading of certain financial instruments occurs during specific timeframes.

### **Language**

This Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we will communicate with you in other languages in addition to English.

## Communication with us

You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). Our contact details are set out in Clause 19 (Miscellaneous) under the heading “Notices”. The language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavour to communicate with you in other languages. Our website contains further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website, this Agreement will prevail.

## Client Categorisation

We act as principal and not as agent on your behalf and you enter this Agreement as principal and not as agent (or trustee) on behalf of someone else.

Unless we agree otherwise, and we inform you in writing, we shall treat you as a Retail Client in accordance with applicable legislation, as amended from time to time. The Company reserves the right to categorize a Client as a Professional Client or Eligible Counterparty where the law provisions are satisfied to secure such categorization.

The Client has the right to opt up or down for different categorisation. Where the Client desires to be recategorised, the Client needs to send us a written request. We shall consider such requests and categorise you in accordance with the provisions of the law. The Client is responsible for notifying the Company of any change of circumstance, which is reasonable to affect his / her categorisation.

The type of client category will determine the level of protection afforded to the Client under applicable legislation. A Retail Client is afforded with the highest regulatory protections available. For Clients categorized as Professional Clients and Eligible Counterparties the level of regulatory protection may be reduced. This may include, but is not limited to:

- a) the requirement for us to act in accordance with your best interests;
- b) our obligation to provide appropriate information to you before providing the services;
- c) the restriction on the payment or receipt by us of any inducements;
- d) our obligation to achieve best execution in respect of your orders;
- e) the requirement to implement procedures and arrangements which provide for the prompt, fair and expeditious execution of your orders;
- f) your eligibility to claim compensation from the Investor Compensation Fund, or the right to ask protection from the Financial Ombudsman;

For more information with regards to the levels of protection afforded to each client category, please refer to the Company’s [Client Categorisation Policy](#).

## Legal Age

The Company's services and products traded are only available to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.

## General interpretation

A reference in this Agreement to a "clause" or "Policy" shall be construed as a reference to, respectively, a clause of this Agreement or Company's Policies, unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to "document" shall be construed to include any electronic document. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in CySEC's Rules and the Applicable Regulations have the same meaning in this Agreement unless expressly defined in this Agreement.

## Headings

Headings are for ease of reference only and do not form part of this Agreement.

# 4. REGULATION

## Subject to Applicable Regulations

This Agreement and all Transactions are subject to Applicable Regulations so that:

- a) nothing in this Agreement shall exclude or restrict any obligation which we have to you under Applicable Regulations;
- b) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
- c) all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you and on us in all our dealings; and
- d) such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees or agents liable.



## **Action by regulatory body**

If a regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If a regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

# **5. COSTS, PAYMENTS AND CHARGES**

## **Charges**

You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organisation and interest on any amount due to us at the rates then charged by us (and which are available on request). Any alteration to charges will be notified to you before the time of the change, where we deem the change to be material, unless such change comes as a result of an unforeseen market circumstance, where we may notify you on or after the event. A copy of our current charges is published on [our website](#).

Prior to entering into a transaction with us, you shall ensure that all applicable charges, such as spread, commission and swap are taken into consideration when placing an order. Please contact our support team if clarifications are needed on how charges are applied. Any applicable charges shall be instantly deducted from your account equity.

Charges may not all be represented in monetary terms but may also appear in other units such as pips, the value of which can vary depending on the instrument.

## **Additional costs**

You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us.

## **Payments**

All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.

## **Rollovers, Interest**

A daily financing charge (rollover, swap) may apply to each CFD open position at the closing of the Company's trading day as regard to that CFD. If such financing charge is applicable, it will

either be requested to be paid by Client directly to the Company or it will be paid by the Company to Client, depending on the type of CFD and the nature of the position Client holds. The operation is conducted at 23:59 (server time) and the resulting amount is automatically converted into your balance currency. The method of calculation of the financing charge varies according to the type of CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR).

For CFDs on currency pairs, commodities and indices traded on our platforms, a rollover is charged once for every business day from Thursday to Tuesday, where on Wednesdays a rollover is charged three times the size in order to account for the weekend.

For CFDs on equities / shares, a rollover is charged once for every business day from Monday to Thursday, where Fridays are charged three times the size in order to account for the weekend. Further information on rollover charges can be found on our website.

## Commissions

For certain types of CFDs, a commission is payable by the Client to open and close CFD positions. Currently commission is payable for transactions in CFDs on equities / shares. Such commission will be debited from the Client's account at the same time as the Company opens or closes the relevant CFD. Clients need to always check our website for the current commissions charged. Commissions may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk related matters that are at the firm's sole discretion.

## 6. NEGATIVE BALANCE PROTECTION

The Company offers negative balance protection to all Clients, regardless of their categorization being Retail or Professional.

The Company provides you with negative balance protection such that your losses can never exceed your account's Equity. In the event that extreme market conditions result in your account's Equity being negative, the Company will zero your account.

## 7. RIGHT TO CANCEL

You have a right to cancel this Agreement for a period of fourteen (14) days commencing on the date on which this Agreement is concluded or the date on which you receive this Agreement (whichever is later) (the "**Cancellation Period**"). Should you wish to cancel this Agreement within the Cancellation Period, you should send notice in writing or electronically to the following email addresses - support.eu@tradefred.com. Cancelling this Agreement within the Cancellation Period will not cancel any Transaction entered into by you during the Cancellation



Period. If you fail to cancel this Agreement within the Cancellation Period, you will be bound by its terms but you may terminate this Agreement in accordance with Clause 17 (Termination Without Default).

## **8. NON-ADVISED**

### **Execution only**

We deal on an execution only basis and do not advise on the merits of particular Transactions, or their taxation consequences.

### **Own judgement and suitability**

Without prejudice to our obligation to conduct an appropriateness test and assess your knowledge and trading experience, in asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction and that you have read and accepted the Risk Disclosure Statement and guidelines in relation to the financial instruments and the markets which are available in our websites. We give you no warranty as to the appropriateness of the products traded under this Agreement and assume no fiduciary duty in our relations with you.

We do not provide investment, financial, legal, tax or regulatory advice nor do we provide any other form of recommendation. Upon the present agreement you shall make your own assessment of any transaction prior to entering into a trade with us, and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees, or other related parties as being advice or recommendation. If you are unsure of whether proceeding with this Agreement, you may wish to seek independent advice.

### **Incidental information**

We do not offer investment research, and any material containing market analysis is considered marketing communication and should not be construed as advice, recommendation or research.

Where we do provide general trading information, market commentary or other information:

- a) this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to advice;

- b) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
- c) we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
- d) We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other clients. Any published general information may appear in one or more screen information service.

## Conflicts of interest policy

Please refer to our conflicts of interest policy for further information on how we manage conflicts which would affect the impartiality of investment research we provide to you. Upon request, we will provide you with any further details in that regard.

# 9. CLIENT ACCOUNTS AND INITIAL DEPOSITS

## Documents

Before you can place an order with the Company, you must read and accept this Agreement, including the Risk Disclosure Statement, Order Execution Policy, Conflicts of Interest Policy, Client Categorisation Policy, Investor Compensation Fund Policy, Complaints Handling Procedure, Key Information Document, Privacy Policy and all applicable agenda.

As a next step you must submit the Account Opening Application Form and all accompanying KYC documents must be approved by the Company. The documents KYC documentation / information we must obtain prior to the activation of your account includes, but is not limited to:

- 1) Proof of Address (copy of utility bill, tax bill or bank statement in the Client's name)
- 2) Proof of Identity (colour copy of valid passport, European identity card or driving licence)
- 3) Client's tax identification number as per the provisions of the [Common Reporting Standard](#) for the automatic exchange of financial account information.
- 4) Information on the Client's [Foreign Account Tax Compliance Act](#) (FATCA) status;
- 5) Information on the Client's PEP status and etc;

We may conduct any searches as we deem appropriate at any stage of the relationship and you have the obligation to cooperate with us and supply any information required promptly.

Furthermore, when providing investment services, we have the obligation to perform an appropriates test to assess whether the financial instrument or service is appropriate for you.

To this end we must ask the non-professional client for information on relevant knowledge and experience if clients want to trade in regulated complex financial instruments. The appropriateness test is incorporated with the Account Opening Application Form and is received and automatically assessed as soon as the form is submitted to us through the Company's website. Where the appropriateness test information indicates that the product or service is not appropriate for a retail client we have the obligation to warn the client about the risks involved if the Client decides to proceed and trade with us.

We will rely on the information you provide us with in your Account Opening Application Form as being correct and accurate at all times, unless you notify us otherwise in writing. Specifically, it is your responsibility to inform us in writing if any of the details provided have subsequently changed and/or are not accurate.

Upon the approval of your registration, you will be notified by e-mail. The Company may, in its sole discretion, request that in addition to online acceptance of this Agreement, Client must complete and submit any signed documents so required by the Company, including but not limited to this Agreement and the Risk Disclosure Statement.

Accepting you as a Client does not mean that we are obliged to accept any future applications for other accounts you may wish to open.

### **Currency of Accounts**

You will be able to open your trading Account(s) in USD/EUR/GBP or any currency that may be offered by the Company. Account(s) balances will be calculated and reported to you in the currency in which Account(s) are maintained.

## **10. TRADING POLICIES AND PROCEDURES**

### **Placing of instructions**

You may give us instructions in electronic form through the Company's Online Trading System. If any instructions are received by us by telephone, computer or other medium we may ask you to confirm such instructions in writing. We shall be authorised to follow instructions notwithstanding your failure to confirm them in writing. In this Agreement "instructions" and "orders" have the same meaning.

### **Types of Orders Accepted**

Some of the types of orders the Company accepts include, but are not limited to:

- a) **Good till Cancelled ("GTC")** - An order (other than a market order), that by its terms is effective until filled or cancelled by Client. GTC Orders are not automatically cancelled at the end of the Business Day on which they are placed. Please be

informed that GTC will become redundant in cases where a CFD on future reaches its maturity date.

- b) Good till Date (“GTD”)** – An order allowing Client to choose a specific date in the future until which the order shall remain live and pending for execution. If the order is not triggered during the pre-set timeframe it will be deleted by the system. Please be informed that GTC will become redundant in cases where a CFD on future reaches its maturity date.
- c) Limit** - An order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price that you specify in the limit order.
- d) Market-** An order to buy or sell the identified market at the current market price that the Company provides via the Online Trading System. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price.
- e) One Cancels the Other (“OCO”)** - An order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.
- f) Stop Loss** - A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.
- g) Trailing Stop** - A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set.

Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.

Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

## Terms of Acceptance for Orders

It is your sole responsibility to clearly indicate the terms of an order when entered, whether it is a market order, limit order, stop loss order or any other type of order, including the relevant price and lot size. You acknowledge and agree that, despite our best efforts, the price at which execution occurs may be materially different to the price specified in your order. This may result from sudden price movements in the underlying assets that are beyond our control. The Company shall have no liability for failure to execute orders. The Company shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains margin that is insufficient to support the entire order or where such order is illegal or otherwise improper.

## Execution Policy

We are required to have an execution policy and to provide our clients with appropriate information in relation to our execution policy. When executing client orders, we take into account the following criteria for determining the relative importance of the factors referred to in Article 27(1) of Directive 2014/65/EU:

- (a) the characteristics of the client including the categorisation of the client as retail or professional;
- (b) the characteristics of the client order, including where the order involves a securities financing transaction;
- (c) the characteristics of financial instruments that are the subject of that order;
- (d) the characteristics of the execution venues to which that order can be directed.

Where you place orders with us, the execution factors that we consider at least the below factors and their relative importance is as set out below:

- a) **Price.** This is the price at which the financial instrument you decided to trade is executed. On our trading platform we quote the best Bid and Ask prices available to us through our LPs. The relative importance we attach is “high”.
- b) **Cost.** These are the Costs relating to execution. However, the execution venue costs are not a relevant factor for us, as we are always acting as the execution venue for your orders and no third-party fees such as clearing or settlement fees are involved in the execution of your orders. Therefore, the relative importance we attach to this execution factor in our case is “low”.
- c) **Speed.** The speed at which the order can be executed, meaning the time between reception of your order and the time it is allocated. Please be informed that our execution is fully automated, where we have manual execution only in exceptional cases. The speed of execution depends on the internet connection at Client’s end, which in cases of poor connectivity may cause delays in the transmission of data between the Client and us. The relative importance we attach is “high”.
- d) **Likelihood of execution and settlement.** This is the likelihood of executing the order and settlement including, amongst others, the relative liquidity of the venues available for execution . Please note that we are depending on our LPs

for prices and available volumes of the different financial instruments we offer, where the availability may be subject to a number of factors. The relative importance we attach to this execution factor is “high”.

- e) **Size.** The size of the order accounting for how this affects the price of execution. The minimum size of order you can place with us is 0.01 lots. Please be informed, we may place limits on the maximum size of your order. The relative importance we attach is “high”.

We are the principal to every order you place with us and therefore we are the only execution venue.

For more information on the steps taken by the Company to ensure best execution of client orders, please refer to our [Execution Policy](#).

## **Authority**

We shall be entitled to act for you upon instructions given or purporting to be given by you or any person authorised on your behalf by a Power of Attorney duly signed by you. We shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.

## **Cancellation/ withdrawal of instructions**

Non-market orders may be cancelled via the Company’s Online Trading System, but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. The Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

## **Right not to accept orders**

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall promptly notify you accordingly.

## **Control of orders prior to execution**

We have the right (but not the obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):

- a) controls over maximum order amounts and maximum order sizes;
- b) controls over our total exposure to you;



- c) controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);
- d) controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); and/or
- e) any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.

You, the Client, will be notified of any such limitations imposed over your ability to place orders prior to any amendments, increases, decreases, removals or additions applied by us.

You understand and agree that your consent is not necessary for any changes to be effective.

## **Trade Adjustments**

Clients must be aware that Forex transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds that the Client has deposited or will have to deposit. This may work against as well as for the client.

The Company exclusively reserves the right to widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin requirements without notice under certain market conditions including, but not limited to, significant order size, when trades from multiple clients are having the same characteristics, around fundamental announcements, as a result of changes in credit markets, illiquidity, infrequent price updates and/or at times of extreme market volatility.

For more information regarding the Company's margin requirements and leverage ratios, please refer to the Company's [Leverage Policy](#).

## **Execution of orders**

We shall use our reasonable endeavors to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf we shall notify you promptly.

We shall accept instructions that have been transmitted by the Client only through the trading platform(s) or other electronic means and in a manner accepted by us. We reserve the right to reject, accept or proceed in partial fulfilment of Client(s) instruction(s) of any nature. We may, under certain circumstances, accept instructions by telephone or in person, provided that we are fully satisfied of the Client's identity and clarity of instructions. We will confirm that instructions have been received by the Client if it deems such confirmation to be necessary.

The Client accepts that BrightFX bears no responsibility for any instructions that have not been transmitted and/or have been misinterpreted and/or otherwise, for any reason.

The Client accepts that once BrightFX receives instruction(s) for trading financial instruments, such instructions will be considered by us final and cannot be cancelled or deleted, except where we expressly agree to such cancellation or deletion and give our agreement in writing.

## **Confirmations**

At the end of each trading day, confirmations for all Transactions that we have executed on your behalf on that trading day will be available via your online Account on our website, which is updated online as each Transaction is executed. Confirmation of execution and statements of your Account(s), in the absence of manifest error, shall be deemed correct, conclusive and binding upon you if not objected to immediately by email.

You, the Client, will be able to download in durable medium trading reports on your trading account history. The reports available will contain information on the open, closed and pending orders. The report will disclose to the Client execution status of the order he/she placed, the instrument traded, the amount, the open rate, the open time, the close rate and close time (where applicable), any stop loss, take profit and charges related to the trade, such as commission and swap, and the relevant client's balance client's realized and unrealized equity at the time the report is extracted from our systems.

In cases where the prevailing market represents prices different from the prices posted by the Company, the Company will attempt, on a best efforts basis and in good faith, to execute market orders on or close to the prevailing market prices. This may or may not adversely affect the Client's realised and unrealised gains and losses.

## **Improper or Abusive Trading**

The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), the Company shall consider this as unacceptable behaviour. Should the Company determine, at its sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act such as for example:

- a)** fraud/illegal actions that led to the transaction;
- b)** orders placed based on manipulated prices as a result of system errors or system malfunctions;

- c)** arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
- d)** coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.
- e)** scalping trade or placing and closing orders or entering into positions for arbitrarily short period of time;
- f)** entering into transactions or combinations of transactions (voluntary and /or involuntary) such as holding long and short positions at the same or similar instruments at similar times, either by you or by you acting in concert with others for the purpose of manipulating the trading platform for gain;
- g)** abuse of negative balance protection by entering into hedge transactions between two accounts either held by you or by other clients of ours or any other broker by utilizing fully your leverage, engaging in essence in risk – free trading.

The Company will have the right to close any open positions subject to such abusive behavior as described above or cancel any Profit originating by you using abusive trading techniques as described above.

Then the Company will have the right to:

- a)** introduce time delays of up to 6 seconds between the placing of the order and the opening of the electronic trading platform in order to prevent scalping;
- b)** adjust the price spreads available to you; and/or
- c)** restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- d)** obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
- e)** reject an order or to cancel a trade; and/or
- f)** immediately terminate our trading relationship

If the price of a share CFD is affected by a corporate action being applied on the underlying financial instrument, the Company reserves the right to perform ant necessary adjustments to the value and / or the size of the position held, aiming to neutralize the economic effect of the corporate action on the CFD price.

The Company will take all reasonable steps to ensure that it has reflected all market conditions affecting the price of the underlying financial instrument. In the event, that the Company is unable to fairly value the effect of the corporate action or in case the underlying financial instrument is being delisted from the relevant exchanges, the Company reserves the right to proceed to closure of your positions at the last official mid-price quoted on the underlying exchange prior to the relevant corporate action.

## Prohibited Trading

No employee and/or former employee who currently works or used to work on a full time or part time basis for the Company or any of its related entities shall, during the term of the employee and/or former employee's service to the Company or any of its related entities and after termination of service become a client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval. Should the Company consider that the employee and/or former employee is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated.

No business associate or former business associate of the Company or any of its related entities shall, during the period of the agreement between the associate/former business associate and the Company and after termination of such agreement, become a client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval. Should the Company consider that the associate/former business associate is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant associate/former business associate's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated.

## Disabling and Cancelling Deposits

We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

- a) if you fail to provide the Company with any documents it requests from you either for client identification purposes or for any other reason;
- b) if the Company suspects or has concerns that the submitted documents may be false or fake;
- c) if the Company suspects you are involved in illegal or fraudulent activity;
- d) if the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen;
- e) where the Company considers that there is a chargeback risk; and/or
- f) when you deposit \$10,000 or more or if you make over 10 separate deposits to your trading Accounts and the Company is unable to verify your credit or debit card details or is unable to verify any other payment method used.

In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the bank account that have been initially received.

## Performance and settlement

You will promptly deliver any instructions, money, or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us.

## Withdrawals

Without prejudice and subject to the terms of this Agreement, the Company's Deposit and Withdrawal Policy, and all Applicable Regulations, funds may be withdrawn by you from your Account provided that such funds are not being utilized for margin purposes or have otherwise become owing to us. Once your withdrawal request is placed with us and approved, it will be processed on the same day that the request to withdraw funds was made, or the next working day if the withdrawal request is received outside of normal trading hours. The funds subject to withdrawal request will be sent to the same bank, credit card or other source from which the payment to us originated. (Note: Some banks and credit card companies may take time to process payments especially in currencies where a correspondent bank is involved in the transaction). The funds will be returned to the bank account/credit card/other source from which the funds were debited. Any withdrawal requests, requesting funds to be transferred to a payment source different from the one, from which the payment originated, will be subject to an additional investigation from our side and we reserve the right to reject any such requests.

If you request a withdrawal of funds from your Account and we cannot comply with your withdrawal request without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to free your equity and allow you to make the withdrawal. In order to process your withdrawal request please ensure that the funds remaining in your account following your withdrawal is at least twice of your used margin.

We reserve the right to decline any funding and/or withdrawal request that the Client requested using a specific payment method and we reserve the right to suggest an alternative payment method. Furthermore, we reserve the right to decline a funding and/or withdrawal request, where we believe, that by permitting such a request we will be in breach of the law. You, the Client, understand that there are instances where we may be forbidden from providing you with an exact explanation as to why they cannot proceed accordingly.

## Inactive and Dormant Account

The Client acknowledges and confirms that any trading account(s), held with the Company by a Client where the Client has:

- a) not placed a trade;
- b) opened or closed positions; and/or
- c) made a deposit into the Clients trading account;

for a period of 90 days and more, shall be classified by the Company as an Inactive Account ("Inactive Account").

Where the Client has and continues to:

- a) place a trade;
- b) open or close positions; and/or
- c) made a deposit into the Clients trading account;

the account shall be classified by the Company as an Active Account ("**Active Account**")

The Client further acknowledges and confirms that such Inactive Accounts will be subject to a monthly charge (inactivity fee) relating to the maintenance/administration of such Inactive Accounts. The inactivity fee will amount to \$ 5 / €5 / £5 respectively, where the currency of the charge will correspond to the currency of the Client's account. The inactivity fee will be charged up to the balance available in the Client's account and will never result in a negative Client's account balance. The Client further agrees that any Inactive Accounts, holding zero balance/equity, shall be turned to Dormant ("**Dormant Account**"). For re-activation of Dormant Accounts, the Client must contact the Company and inform that the Client's wish to reactivate the Dormant Account. The Client's Dormant Account will then be reactivated (subject to, if required, up-to-date Know Your Client documentation provided to the Company by Client) and become an Active Account. The re-activation request is not subject to any fees from the Company's side. However, where the Client has not done the following with the Active Account:

- a) place a trade;
- b) open or close positions; and/or
- c) made a deposit into the Clients trading account;

for a period of 90 days and more, then this account will once again become a Dormant Account.

## 10. ELECTRONIC TRADING TERMS

### Scope

These clauses apply to your use of any Electronic Services.

### Access and Trading Hours

Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to such service, unless agreed otherwise or stated on our website. All references to the Company's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. Our Electronic Services will normally be available continuously from 22:00 GMT Sunday until 22:00 GMT Friday (winter time), every week, excluding public holidays where the Forex market does not operate and cases where the market is closed due to illiquidity in the financial instruments. Please consult our website for more details on operating times for each financial instrument. We reserve the right to suspend or modify the operating hours on our own discretion and on such event our website will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the websites operated by our company and to which you have trading rights are the applicable.



We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible.

## **One-Click Trading**

To use one-click trading, you must go to the “Settings” menu and choose “View and Edit”. You should check the “One-Click Trading” box. To enter an online order with one-click trading, you must access the Markets window and enter the price and lot size. The order is filled shortly after you click the BUY/SELL button provided you have sufficient funds in your Account. Orders may fail for several reasons, including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties. One-Click Trading can also be used when closing positions.

## **Restrictions on services provided**

There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions when using an Electronic Service. Please refer to our website for details of the limits imposed upon Transactions carried out through our Electronic Services.

## **Access requirements**

You will be responsible for providing the System (hardware equipment) to enable you to use an Electronic Service (trading platform).

## **Virus detection**

You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

## **Use of information, data and software**

In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

## **Maintaining standards**

When using an Electronic Service you must:

- a) ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
- b) run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
- c) carry out virus checks on a regular basis;

- d) inform us immediately of any unauthorised access to an Electronic Service or any unauthorised Transaction or instruction that you know of or suspect and, if within your control, cause such unauthorised use to cease; and
- e) not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.

## **System defects**

In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.

## **Intellectual Property**

All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with the law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.

## **Liability and Indemnity**

Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to our Electronic Services.

### **a) System errors**

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

### **b) Delays**

Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in

connection with an Electronic Service.

We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers with which we may collaborate.

We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of the system to update prices provided by the system price feeder or the third-party service providers. We do not accept any liability towards executed trades that have been based and have been the result of delays as described above.

**c) Viruses from an Electronic Service**

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.

**d) Viruses from your System**

You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

**e) Unauthorised use**

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorised such use.

**f) Markets**

We shall not be liable for any act taken by or on the instruction of an exchange, clearing house or regulatory body.

**g) Suspension or permanent withdrawal with notice**

We may suspend or permanently withdraw an Electronic Service, by giving you 24 hours written notice.

**h) Immediate suspension or permanent withdrawal**

We have the right, unilaterally and with immediate effect, to suspend or withdraw

permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of:

- any licence granted to us which relates to the Electronic Service; or
- this Agreement.

#### **i) Effects of termination**

In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

## **11. CLIENT MONEY**

### **Client Money**

We treat money received from you or held by us on your behalf in accordance with the requirements of the Client Money Rules. Upon receiving of any Client's Money we will promptly deposit it in one or more segregated account(s) held with Credit institution/s within or outside the European Economic Area ('EEA'), separated from the Company's money. Client's Money are always treated as belonging to the Client and under no circumstances will BrightFX use Client Money, at any time, to meet any of its obligations. The Client's Money will be pooled with money belonging to other Clients of the Company (the "Omnibus Account"), therefore, an individual Client will not have a claim against a specific sum in a specific account, in the event of insolvency. A Client's claim may be against the Client's Money in the Omnibus Account.

We will carry out reconciliation of funds on a regular basis as per the applicable legislation and in line with our internal policies and procedures, and we will proceed with any required transfer to or from the Client's Money Bank Account on the next business day, unless this is not possible for any reason.

The Client accepts that any funds shall be deposited in his/her trading account with BrightFX on the transfer value date, net of any transfer fees or other charges incurred by us or yourself that are imposed by the institution (or intermediary involved in the process) that holds the funds or otherwise occur.

Where BrightFX is or becomes unable to meet its obligations the Client may be entitled to compensation from CySEC under the "Investor Compensation Fund" scheme. We participate in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of

Cyprus. You may be entitled to compensation under the Investor Compensation Fund. Any compensation provided to you by the Investor Compensation Fund shall not exceed twenty thousand Euros (€20,000), applies to your aggregate claims against us. For more information please refer to our “Investor Compensation Fund Policy” available on our website.

## **Interest**

BrightFX will not pay any interest on any Client’s Money held on your behalf, regardless where we receive interest on these Money or not. You, the client, acknowledge and confirm that no interest will be received on the balance of your account.

## **Credit Institutions**

We will endeavour to hold client money on your behalf within Cyprus and the European Union, however we may also hold your money outside the EEA. The legal and regulatory regime applying to any banks outside the EEA will be different from the legal and regulatory regime in Cyprus and the EEA and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, 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 EEA. We will not be liable for the insolvency, acts or omissions of any third party referred to in this clause. The funds will be kept in bank accounts denominated as clients’ funds and clearly segregated from the Company’s own funds. Funds deposited may be kept in one or more omnibus accounts with any authorised credit institution used to accept funds which the Company will specify from time to time and will be held in the Company’s name.

## **Due care, skill and diligence in selection of institutions where Client’s money is deposited**

We deposit financial instruments held on behalf of our clients in an account and/or accounts opened with a third party, provided that we have exercised all due care, skill and diligence in the selection, appointment and periodic review of the third party and of the arrangements for the holding and safekeeping of financial instruments and provided that the third party is established in a jurisdiction where the safekeeping of financial instruments for the account of another person is subject to specific regulation and supervision and that third party is subject to this specific regulation and supervision. With regards to the deposit of clients’ funds, in the event we do not deposit clients’ funds with a central bank, we exercise all due care, skill and diligence in the selection, appointment and periodic review of the credit institution, bank or money market fund where the funds are placed and the arrangement for the holding of those funds. It shall be noted that we take into account the credit rating of the institution prior to depositing client money with the said institution. We also take reasonable steps to periodically monitor the credit risk of institutions with which client’s funds are deposited.

## **Denomination of Clients’ Funds Accounts and Segregation from Company’s own funds**

We shall take all necessary measures in order to ensure that any clients' financial instruments deposited with a third party are identifiable separately from the financial instruments belonging to the Company and from financial instruments belonging to that third party, by means of differently titled accounts on the books of the third party or other equivalent measures that achieve the same level of protection. Similarly, as per the legislative requirement of Paragraph 6 of the Directive DI87-01, we, on receiving any clients' funds, shall promptly place those funds into one or more accounts denoted as "clients' accounts".

## **Diversification of risks**

We shall ensure, where deemed necessary, the diversification of the clients' financial instruments and funds, for example the maintenance of accounts with several third parties. We may use multiple institutions to ensure diversification and allocate internal percentage limits for each institution.

## **Omnibus Account Risk**

The Company may hold clients' funds in omnibus accounts within third party financial and credit institutions. In this respect, the client is 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 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.

In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution where clients funds are held, the Company (on behalf of the client) and/or the Client may only have an unsecured claim against the financial or credit institution, and the Client will be exposed to the risk that the money received by the Company from the financial or credit institution, is insufficient to satisfy the claims of the Client with claims in respect of the Account. The Company does not accept any liability or responsibility for any resulting losses so in the unlikely event of default the proportionate loss shall affect all of the Company's clients' monies held in omnibus accounts with the financial or credit institution. To mitigate this risk the Clients funds are being held in few reputable financial or credit institutions and constant exposure monitoring is taking place.

## **Unclaimed client money**

You agree that we may cease to treat your money as client money if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as client money and giving you 28 days to make a claim.

## **Liability and Indemnity**

You agree that we shall not be liable for any default of any counterparty, bank, custodian or other entity which holds money on your behalf or with or through whom transactions are conducted.



The Company will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, willful default or fraud.

## **10. MARGINING ARRANGEMENTS**

### **Contingent liability**

Where we effect or arrange a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position. You may be required to make further variable payments by way of margin against the purchase price of the investment, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make. We will monitor your margin requirements on a daily basis and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this clause.

### **Margin call**

You agree to pay us on demand such sums by way of margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Agreement, in accordance with the applicable requirements.

For more information on the Company's margin requirements, please refer to the Company's Leverage Policy.

### **Failure to meet margin call**

Please note that in the event that you fail to meet a margin call, we may immediately close out the position.

### **Form of margin**

Margin must be paid in cash in a currency that is acceptable by us, as requested from time to time by the Company. Cash Margin paid to us is held as client money in accordance with the requirements of the Client Money Rules. Margin deposits shall be made by wire transfer, credit card, e-wallet or by such other means as the Company may direct.

### **Set-off on default**

If there is an Event of Default or this Agreement terminates, we shall off-set the balance of cash margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 15 (Netting).

## Negative pledge

You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

## General lien

In addition, and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.

# 11. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

- a) if you are a natural person, you are of legal age and you have full legal capacity to enter into this Agreement;
- b) if you are not a natural person:
  - you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;
  - execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you; and
  - each natural person executing and delivering this Agreement on your behalf, entering Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you and have been disclosed to us providing all the necessary information and/or documentation.
- c) you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction and to grant the security interests and powers referred to in this Agreement;
- d) the persons entering into this Agreement and each Transaction on your behalf have been duly authorised to do so and are disclosed to us giving details of the relationship with you by providing all necessary information and/or documentation;
- e) this Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- f) no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above)

an Event of Default (a “Potential Event of Default”) has occurred and is continuing with respect to you or any Credit Support Provider;

- g)** you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and in case you wish to open, either in the present time or in the future, more than one accounts with the Company either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required to immediately disclose to us that you are the beneficial owner of the account(s) during the account opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);
- h)** any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
- i)** you are willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment for you; and
- j)** except as otherwise agreed by us, you are the sole beneficial owner of all margin you transfer under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held.

## **Covenants:**

You covenant to us:

- a)** you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause;
- b)** you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself or any Credit Support Provider;
- c)** you will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us;
- d)** you will not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument. Nor will you send orders which we have reason to believe are in breach of Applicable Regulations or by taking advantage of the account(s) you may maintain with the Company could be considered as system abusive orders, including but not limited to one’s intention to benefit from delays in the prices, to trade at off-market prices and/or outside trading hours and to abuse the system for trading at manipulated prices; and
- e)** upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Regulations.

## **14. EVENTS OF DEFAULT**

The following shall constitute Events of Default:

- a) you fail to make any payment when due under this Agreement or to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been given by us to you;
- b) you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a “**Custodian**”) of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;
- c) an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either:
  - has not been dismissed within five days of its institution or presentation; or
  - has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure;
  - you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you: or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);
  - you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of a third party (“**Credit Support Provider**”), or of you, in favour of us supporting any of your obligations under this Agreement (each a “**Credit Support Document**”);
  - any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;

- any Credit Support Provider fails, or you yourself fail to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with the applicable Credit Support Document;
- any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless we have agreed in writing that this shall not be an Event of Default;
- any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
- we consider it necessary or desirable for our own protection, or any action is taken, or event occurs which we consider might have a material adverse effect upon, your ability to perform any of your obligations under this Agreement;
- you fail or omit to disclose to us your capacity as the beneficial owner of more than one accounts you may maintain with us and/or your capacity to act as a money manager on behalf of any other client of us;
- you take advantage of delays occurred in the prices and you place orders at outdated prices, you trade at off-market prices and/or outside trading hours, you manipulate the system to trade at prices not quoted to you by us and you perform any other action that constitutes improper trading; and/or
- any event of default (however described) occurs in relation to you under any other agreement between us.

## 15. NETTING

### Rights on Default

On the occurrence of an Event of Default, we may exercise our rights under this clause, except that in the case of the occurrence of any Event of Default such as “**Bankruptcy Default**”, the automatic termination provision of this clause shall apply.

### Liquidation Date

Subject to the following sub-clause, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the “**Liquidation Date**”) for the termination and liquidation of Transactions in accordance with this clause.

### Automatic termination

The date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following sub-clause shall then apply.

### Calculation of Liquidation Amount

Upon the occurrence of a Liquidation Date:

- a) neither the Company nor the Client shall be obliged to make any further payments or deliveries under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined below);
- b) we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency specified by us in writing or, failing any such specification, the lawful currency of the United States (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and
- c) we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "**Liquidation Amount**").

## **Payer**

If the Liquidation Amount determined pursuant to this clause is a positive amount, you shall pay it to us and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

## **Other transactions**

Where termination and liquidation occurs, in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered into between us which are then outstanding.

## **Payment**

The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under this clause (converted as required by applicable law into any other currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate



is available, at such reasonable rate as we may select) plus one (1%) per annum for each day for which such amount remains unpaid.

## **Base Currency**

For the purposes of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.

## **Payments**

Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.

## **Additional rights**

Our rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

## **Application of netting to Transactions**

This clause applies to each Transaction entered into or outstanding between us on or after the date this Agreement takes effect.

## **Single agreement**

This Agreement, the particular terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between us. We both acknowledge that all Transactions entered into on or after the date this Agreement takes effect are entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between us.

# **16. RIGHTS ON DEFAULT**

## **Default**

On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under the Clause 15 (Netting) we shall be entitled, without prior notice to you:

- a) instead of returning your investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right;
- b) to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by you hereunder;
- c) to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
- d) to cancel and/or consider void any Transactions and profits or losses either realised or unrealised and/or to close out the account(s) you maintain with us pursuant to this Agreement, immediately and without prior notice.

## 17. TERMINATION WITHOUT DEFAULT

### Termination

Unless required by Applicable Regulations, either party may terminate this Agreement (and the relationship between us) by giving ten (10) days written notice of termination to the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement or in the event of your insolvency.

Upon terminating this Agreement:

- a) all amounts payable by you to us will become immediately due and payable including (but without limitation):
  - all outstanding fees, charges and commissions;
  - any dealing expenses incurred by terminating this Agreement; and
  - any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
- b) The Company shall apply best execution rules in cases where you have not provided the Company with specific instructions regarding the closing of your positions.
- c) The Company shall return any funds remaining in your trading account to your bank account, specifically the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary as long as you provide us with the required documents to verify that the account belongs to you.

### Existing rights

Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

## **18. EXCLUSIONS, LIMITATIONS AND INDEMNITY**

### **General Exclusion**

Neither we nor our directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, unless we have acted fraudulently and negligently. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence.

### **Tax implications**

Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

### **Changes in the market**

Market orders are executed at the bid/ask prices offered through us. Pending orders (stop loss, limit (take profit), entry limit (to buy or to sell), entry stop (to buy or to sell) are executed at the then market price requested by you and offered through us. We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction, or to offer you a new quote, in case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market. In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction.

Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is effected.

### **Limitation of Liability**

We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any

governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Regulations, which may not be excluded or restricted thereunder.

## **Responsibility for orders**

You will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.

## **Entire Agreement**

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. We will not be liable to you (in equity, contract or tort) for a representation that is not set out in this Agreement and that is not fraudulent.

## **Indemnity**

You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

# **19. MISCELLANEOUS**

## **Amendments**

We reserve the right to amend the terms of this Agreement, from time to time, any part of the Agreement for any reason, especially, but not limited to, circumstances where the Company deems that such amendments are necessary to comply with any legal obligation or given an announcement by a regulatory authority of a competent jurisdiction. The Client shall ensure that they are informed of these changes at all times. Under such circumstances, the Client will be notified either in writing or through our Website accordingly and shall reserve the right to accept or deny the amendments according to the provisions of this clause.

Such amendment will become effective on the date specified in the notice. Unless otherwise agreed, any amendments will affect the ongoing business relationship between us, including any outstanding order or Transaction or any legal rights or obligations which may already have arisen.

You, the Client, understand that it is your sole responsibility to remain up to date with all changes and amendments introduced in relation to the Agreement between our parties. The applicable version shall be the latest version uploaded on our website and in the event of dispute the latest version shall prevail.

## Notices

Unless otherwise agreed, all notices, instructions and other communications to be given by us under this Agreement shall be given to the email address provided by you to us. Likewise, all notices, instructions and other communications to be given by you under this Agreement shall be given to us in writing at the address below:

## Our Details

**Name:** BrightFX Capital Ltd

**Address:** 4th floor, Office 401, 24, Piraeus street, Strovolos, Nicosia 2023

**Telephone No:** 00357 22007187

**Fax No:** 00357 22313652

**Email Address:** info@brightfxcapital.com

You will notify us of any change of your information for the receipt of notices, instructions and other communications immediately.

## Electronic Communications

Subject to Applicable Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the orders or instructions given.

## Recording of calls

We may record telephone conversations without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the orders or instructions given.

Records of telephone conversations and electronic communications between the Client and the Company will be kept by the Company for a period of up to seven years. Such recordings shall be provided to the Client upon the receipt of a written request.

## Our records

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing nor are they documents

produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request.

## **Your records**

You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted. You can access your trading history statements and financial instruments statements online at any time via our trading platform. You may request to receive your statement monthly or quarterly via email, by providing such a request to the support department.

## **Investor Compensation Fund**

We participate in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. You may be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim.

Any compensation provided to you by the Investor Compensation Fund shall not exceed twenty thousand Euros (20,000), applies to your aggregate claims against us.

## **Complaints procedure**

We are obliged to put in place internal procedures for handling complaints fairly and promptly. You may submit a complaint to us, for example by letter, telephone, email, or in person. We will send you a written acknowledgement of your complaint promptly following receipt, enclosing details of our complaints procedures, including when and how you may be able to refer your complaint to the Cyprus Securities Exchange Commission ("CySEC") which is the relevant regulatory body and/or escalate it further to the Financial Ombudsman. For more details please refer to our [Complaints Handling Procedure](#). Please contact us if you would like further details regarding our complaints procedures.

## **Third Party Rights**

This Agreement shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

## **Time of essence**

Time shall be of the essence in respect of all obligations of yours under this Agreement (including any Transaction).

## **Rights and remedies**



The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

## **Set-off**

Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amount (whether actual or contingent, present or future) owed by you to us against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

## **Partial invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

# **20. GOVERNING LAW AND JURISDICTION**

## **Governing law**

This Agreement shall be governed by and construed in accordance with Cyprus law.

## **Jurisdiction**

Each of the parties irrevocably:

- a) agrees for our benefit that the courts of Cyprus shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement (“**Proceedings**”) and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and
- b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

## **Service of process**

If you are situated outside of Cyprus, process by which any Proceedings in Cyprus are begun may be served on you by being delivered to the address in Cyprus nominated by you for this purpose. This does not affect our right to serve process in another manner permitted by law.

