



CLIENT AGREEMENT

OOHIA FX LTD



TABLE OF CONTENT

1. INTRODUCTION	01
2. COMMENCEMENT	01
3. ACCOUNT ACTIVATION	02
4. CLASSIFICATION	02
5. JOINT ACCOUNTS	02
6. CAPACITY	03
7. CLIENT MONEY	04
8. SERVICES	05
9. CONFLICTS OF INTEREST	07
10. COMMISSIONS, CHARGES AND OTHER COSTS	07
11. CURRENCY	08
12. PROVIDING QUOTES	08
13. CLIENT'S REQUESTS AND INSTRUCTIONS	08
14. NETTING	10
15. MARGIN REQUIREMENTS	11
16. PAYMENTS	11
17. DEPOSITS, REFUNDS, AND WITHDRAWALS	12
18. LIMITATIONS OF LIABILITY AND INDEMNITY	16
19. HOLD HARMLESS	19
20. COMPLAINTS MANAGEMENT PROCEDURE	19
21. ORDER EXECUTION	19
22. MARKET ABUSE	20
23. DORMANT AND INACTIVE ACCOUNTS	21
24. COMMUNICATIONS	21
25. REPORTS	21
26. WRITTEN NOTICE	21
27. AMENDMENT AND TERMINATION	22
28. PERSONAL DATA, RECORDING OF TELEPHONE CALLS AND RECORDS	22
29. CONSENT TO DIRECT CONTACT AND PROVISION OF INFORMATION	22
30. CONFIDENTIALITY	22
31. DEFAULT	23
32. REPRESENTATIONS AND WARRANTIES	23
33. FORCE MAJEURE	23
34. MISCELLANEOUS	23
35. GOVERNING LAW AND JURISDICTION	24
36. USE OF THE CLIENT TERMINAL AND SAFETY	24
37. PROMOTIONS	24
38. SWAP-FREE ACCOUNT	24
APPENDIX 1: INTERPRETATION OF TERMS	25
APPENDIX 2: ORDER EXECUTION POLICY & BEST PRACTICES	34
APPENDIX 3: RISK ACKNOWLEDGEMENT AND DISCLOSURE	41



1. INTRODUCTION

1.1 This Agreement is made between Oohia FX Ltd (“Oohia FX,” “the Company,” “we,” or “Us”), incorporated in the United Kingdom, and You (the “Client” or “You”).

1.2 This Customer Agreement describes the terms and conditions applicable to the account or accounts (collectively the “Account”) opened at Oohia FX in the name of the Client in order for the Client to enter into transactions (collectively “Transactions” and each one “Transaction”) in contracts for difference (“CFDs”) on financial instruments available on the Company’s Platforms and for the Client’s access to the website, trading platforms, account services and administrative support of Oohia FX. All Transactions are subject to the terms and conditions of this Agreement and any additional terms we may seek to introduce from time to time.

1.3 A current and definitive copy of this Agreement (as amended from time to time) will be available to you on our website at all times.

1.4 By accepting this Agreement available at our Website (<https://oohia.com>), you agree and consent to the policies published there and those attached hereto:

- Order Execution Policy & Best Practices (Appendix 1).
- Risk acknowledgment & Disclosure (Appendix 2).
- Risk acknowledgment & Disclosure (Appendix 3).

1.5 This Agreement shall govern all trading activities of the Client with Oohia FX and should be read carefully by the Client. Among other things, they set out those matters which Oohia FX is required to disclose to the Client under the Applicable Regulations.

2. COMMENCEMENT

2.1 This Agreement shall commence on the date on which the Client receives notice from Oohia FX, in accordance with clause 3.1, and will continue unless or until terminated by either party as provided herein.

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

2.3 Oohia FX is not obligated (and may be unable to, under Applicable Regulations) to accept any Individual and/or Corporate Entity as a client until all required documentation have been received by Oohia FX.

2.4 The Client has no right to cancel the Agreement on the basis that it is a distance contract.



3. ACCOUNT ACTIVATION

3.1 The Agreement shall commence once the Client has been informed about their account being activated, after the Client fills in and submits the online registration - Account Opening Application Form accepting the provisions provided herein and Oohia FX LTD has completed due diligence and satisfied its requirements in terms of Know Your Customer (hereafter referred to as the “KYC”) or any other procedures.

3.2 Oohia FX has the right to request a minimum initial deposit to allow the Client to start using their Trading Account.

4. CLASSIFICATION

4.1 Oohia FX will treat the Client as a Retail Client, Professional Client, or Eligible Counterparty, depending on how the Client completes the “Application to Open a Personal/Corporate Margin Trading Account” Form.

4.2 When assessing the Client’s classification and thereafter dealing with the Client, Oohia FX will rely upon the truth, accuracy, and completeness of the information provided by the Client in the “Application to Open a Personal/Corporate Margin Trading Account” Form. The Client expressly consents to Oohia FX using and relying on all such information in making its assessment and its dealings with the Client.

4.3 If there is a change in the personal circumstances of the Client, the Client must immediately notify Oohia FX of the change in writing.

4.4 Oohia FX may review the Client’s classification from time to time (subject to complying with the requirements) to reclassify the Client if necessary.

4.5 The Client will be categorized and treated by Oohia FX as a Retail Client unless otherwise expressly specified by Oohia FX.

5. JOINT ACCOUNTS

5.1 In the event that more than one person uses the same account, any of the joint account holders shall have full power to manage and operate the account.

5.2 In joint accounts, the Company shall be bound to execute the first order issued by one of the joint account holders, without the Company being liable for any consequences resulting therefrom. The decisions and orders issued by any of the account holders shall be final and binding towards all of them, jointly and severally, without severability, towards Oohia FX LTD.

5.3 Any of the account holders shall be entitled to act individually, so that any action taken by any of the account holders shall be effective and apply to each other as if the action was taken by any of them personally, and in particular:

- a. Trading in accordance with the terms set out in this Agreement;
- b. Receiving the instructions issued by Oohia FX;
- c. Receipt of notifications, correspondences, and documents relating to the trading account;



- d. Deposit in, withdraw from, and liquidate opened positions and accounts; each one of the account holders shall mandate the other to terminate this Agreement severally, in accordance with the terms listed below.

5.4 Each of the account holders shall be entitled to deposit or withdraw, in whole or in part, the free balance related to the trading account opened with Oohia FX.

5.5 The joint account holders shall commit to pay all amounts owed by any of them to Oohia FX, in case of a debit account, jointly and severally, without severability.

5.6 Each account holder declares that any of the account holders shall be entitled to fully discharge and forever release Oohia FX irrevocably, for the whole account, and all that is related to the account, as well as to the other account holders.

5.7 Each of the joint account holders shall immediately inform Oohia FX whenever a change occurs in their marital status (such as marriage or divorce) and/or financial status (lawsuits, increase of their financial burdens), and provide Oohia FX with official documents in this regard.

5.8 In case of death or incapacity of one of the joint account holders, the other surviving account holder(s), or those who remain competent shall provide Oohia FX with all official documents in this regard (death certificate, incapacity decision, appointing a legal representative, etc.).

5.9 Upon the death of any of the joint account holders, the other joint account holders (the survivors) shall absolutely have the right to use the account.

5.10 Any former Account Holder and the estate of any deceased or incapacitated Account Holder will remain jointly and severally liable for any losses generated in the Trading Account arising out of or relating to transactions: (SWAPs, account liquidation or any other reason whatsoever). The surviving joint account holder(s) shall be bound, jointly and severally, to pay to Oohia FX any debit balance or loss in the joint account, resulting from the completion of account swaps, account liquidation, or any other reason whatsoever.

6. CAPACITY

6.1 In relation to any Transaction, the Client acts as Principal and not as Agent on behalf of any third party. This means that unless otherwise agreed, Oohia FX will treat the Client as a client for all purposes and the Client shall be directly and fully responsible for performing the obligations under each Transaction made by or on behalf of the Client.

6.2 If the Client acts in relation to or on behalf of someone else, whether or not the Client identifies that person, Oohia FX shall not accept that person as an indirect client and shall accept no obligation to that person, unless otherwise specifically agreed.

6.3 Any person or Agent notified to Oohia FX as being authorized by the Client may give Instructions and Requests to Oohia FX concerning any Transaction, proposed Transaction, or any other matter.



6.4 The Client authorizes Oohia FX to rely and act on any Request, Instruction, or other communication received from the Client which purports to have been given by the Client or on behalf of the Client without further enquiry on the part of Oohia FX as to the authenticity, genuineness, authority, or identity of the person giving or purporting to give such Request, Instruction, or other communication. The Client will be responsible for and will be bound by all obligations entered into or assumed by Oohia FX on behalf of the Client in consequence of or in connection with such Requests, Instructions, or other communications.

6.5 Unless Oohia FX receives a written notification from the Client for the termination of the authorization of the person., Oohia FX will continue accepting Requests, Instructions, or other communication given by such person on the Client's behalf and the Client will recognize such as valid and committing to him.

6.6 The written notification for the termination of the authorization to a third party has to be received by Oohia FX with at least five (5) Business Days' notice prior to the termination date.

6.7 In the event of the death or mental incapacity of the Client (who is the only person that forms the Client), Oohia FX will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorized third party (appointed under clause 6.3. above) in relation to the Client's Trading Account and/or Client Money and Oohia FX will stop accepting Requests, Instruction, or other communications given from the account of the Client upon Oohia FX receives notice of the death or mental incapacity of the Client.

6.8 In relation to any Transaction, Oohia FX acts as Principal for any duly-regulated counterparty, according to applicable legislation.

6.9 In relation to any Transaction and the Services provided by Oohia FX to the Client, it is the responsibility of the Client to ensure that the Client can accept the Services and/or enter into the transactions in the country in which the Client is resident.

7. CLIENT MONEY

7.1 Oohia FX LTD is segregating clients' money from its own money.

7.2 Oohia FX LTD may hold Client Money and the money of other clients in the same bank account (omnibus account), according to Applicable Regulations.

7.3 Oohia FX LTD shall not be obliged to pay interest to the Client on any funds which Oohia FX LTD holds. The Client waives all rights to interest.

7.4 In relation to Clients' Funds, on or after the date the Client becomes a professional Client, he/she agrees to transfer full ownership of money to Oohia FX LTD for the purpose of securing or covering Clients' present, future, actual, contingent, or prospective obligations, such as Margin.

7.5 Oohia FX LTD will carry out reconciliations of records and Segregated Funds with the records and accounts of the money Oohia FX LTD holds in Segregated Accounts on a daily basis, and any required transfer to or from the Segregated Account will take place by the close of business on the day that the reconciliation is performed.



7.6 The Client agrees that Oohia FX LTD shall not be held liable or have any further obligation in the event that any credit or financial institution, with which Segregated Funds are held, defaults in its obligations with respect to the Segregated Funds.

8. SERVICES

8.1 Subject to the Client's obligations under this Agreement being fulfilled and any other rights of Oohia FX LTD herein, Oohia FX LTD will offer the following Services to the Client:

Investment Services

- Reception and transmission of orders in relation to one or more financial instruments;
- Execution of orders in relation to one or more financial instruments.

Ancillary Services

- Safekeeping and administration of financial instruments, including custodianship and related services
- Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
- Foreign exchange services where these are connected to the provision of investment services.
- Investment research and financial analysis or other forms.

8.2 Subject to fulfilling the Client's obligations hereunder, Oohia FX LTD may enter into Transactions with the Client in Instruments specified on the Website.

8.3 Oohia FX LTD shall carry out all Transactions with the Client on an execution-only basis. Oohia FX LTD is entitled to execute Transactions notwithstanding its suitability for the Client. Oohia FX LTD is under no obligation to monitor or advise the Client on the status of any Transaction; to make margin calls; or to close out any Client's Open Positions.

8.4 The Client shall not be entitled to ask Oohia FX LTD to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.

8.5 Oohia FX LTD shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is deposited in/withdrawn from the Trading Account once the Transaction is closed.

8.6 Oohia FX LTD will not provide personal recommendations or advice on the merits of any specific Transactions.

8.7 Oohia FX LTD may, from time to time and at its discretion, provide market news, market analysis, and market trends in newsletters, which it may post on the Website or provide to subscribers via email or otherwise. Where it does so:

- a. This information is provided solely to enable the Client to make their own investment decisions and does not amount to investment advice;



- b. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that they will not pass it on to any such person or category of persons;
- c. Oohia FX LTD gives no representation, warranty, or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
- d. The Client accepts that prior to dispatch, Oohia FX LTD may have acted upon it itself to make use of the information on which it is based. Oohia FX LTD does not make representations as to the time of receipt by the Client and cannot guarantee that the Client will receive such information at the same time as other clients. Any published research reports or analysis may appear in one or more screen information services;
- e. It is provided solely to assist the Client to make their own investment decisions and does not amount to Investment advice or unsolicited financial promotions to the Client;
- f. It does not necessarily take into consideration the relevant legislative or regulatory framework of the country where the Client is resident, and it is the Client's responsibility to ensure compliance therewith.

8.8 Market analysis, news, or other information are subject to change and may be withdrawn at any time without notice.

8.9 In providing the Client with reception and transmission and/or execution services, Oohia FX LTD is not required to assess the suitability of the financial instrument in which the Client wishes to transact, nor the service(s) provided or offered to them. As a result, the Client will not benefit from the protection of the Applicable Regulations as regards assessment of suitability.

8.10 Oohia FX LTD may request information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for them. If the Client elects not to provide such information, or if the Client provides insufficient information, Oohia FX LTD will not be able to determine whether the service or product envisaged is appropriate for the Client. Oohia FX LTD shall assume that information about knowledge and experience provided from the Client to Oohia FX LTD is accurate, and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed Oohia FX LTD of such changes.

8.11 Oohia FX LTD reserves the right, at its discretion, at any time to refuse to provide the Services to the Client, and the Client agrees that Oohia FX LTD will have no obligation to inform the Client of the reasons. Oohia FX LTD further reserves the right to suspend or delay the provision of any Services in the event of Abnormal Market Conditions.

8.12 Oohia FX LTD has the right to offer, at its discretion, through the Website, the opportunity for the Client to open a demo account. The Client is hereby notified and understands that the execution in the demo environment, where a demo account operates, might differ from the environment of a live account. Oohia FX LTD shall not be liable for any loss and/or other damage incurred by reason of such differences.



9. CONFLICTS OF INTEREST

9.1 When Oohia FX LTD deals with or for the Client, Oohia FX LTD, an associate or some other person connected with Oohia FX LTD, may have an interest, relationship or arrangement that is material in relation to the Transaction concerned or that conflicts with the Client's interest. By way of example only, when Oohia FX LTD deals with a Transaction for or on behalf of the Client, Oohia FX LTD may be:

- a. dealing in the Instrument concerned as Principal for Oohia FX LTD's account by selling to or buying the Instrument from the Client;
- b. matching the Client's Transaction with that of another Client by acting on behalf of both clients.

9.2 The Client consents to and authorizes Oohia FX LTD to deal with or for the Client in any manner which Oohia FX LTD considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a Transaction, without prior reference to the Client.

9.3 Oohia FX LTD shall take all reasonable steps to detect and avoid conflicts of interest. Oohia FX LTD is committed to act honestly, fairly, and professionally and in the best interests of its Clients and to comply, in particular, with the principles set out in the Law when providing the Services.

10. COMMISSIONS, CHARGES AND OTHER COSTS

10.1 The Client shall be obliged to pay Oohia FX LTD the commissions, charges and other costs set out in the Contracts Specifications. Oohia FX LTD will display all current commissions, charges and other costs on its Website and portals.

10.2 Oohia FX LTD may vary commissions, charges and other costs from time to time without prior Written Notice to the Client. All changes in commissions, charges and other costs are displayed on Oohia FX LTD Website and portals.

10.3 The Client shall solely bear any and all fees and taxes (including VAT) arising under this Agreement.

10.4 Where any part of the total costs and charges is to be paid in or represents an amount of foreign currency, the Company will provide an indication of the currency involved and the applicable currency conversion rates and costs.

10.5 The Company will not be liable for any margin call or losses that the Client may suffer including, but not limited to, losses due to Stop out Level, if the trading benefit is withdrawn for any reason pursuant to the applicable "Client Agreement". The Company ensures that losses will never exceed the total available funds across all Client's accounts opened with us (negative balance protection).



11. CURRENCY

11.1 Oohia FX LTD is entitled, without prior notice to the Client, to make any currency conversions which we consider necessary or desirable for the purposes of complying with its obligations or exercising its rights hereunder or any Transaction. Any such conversion shall be affected by Oohia FX LTD in such manner and at such rates as Oohia FX LTD may, at its discretion, determine, having regards to the prevailing rates for freely-convertible currencies.

11.2 Each FX Transaction entered into by the Customer with us, will immediately, upon acceptance by Oohia FX LTD and at their discretion, be netted with all then existing FX Transactions between the Customer and Oohia FX LTD for the same paired currencies having the same delivery date so as to constitute a single Transaction. Further, if more than one delivery of a particular currency is to be made between the Customer and us pursuant to a foreign currency contract on any single delivery date, each party shall aggregate the amounts due by it and only the difference, if any, between these aggregate amounts shall be delivered by the party owing the larger amount to the other party.

12. PROVIDING QUOTES

12.1 Oohia FX LTD provides Quotes to the Client.

12.2 Oohia FX LTD shall not be obliged to, but may, at its absolute discretion, execute, as Principal, the Client's Requests and Instructions in respect of any Instrument out of normal trading hours, specified in the Contract Specifications for that particular Instrument. In such a case, all the trades executed will be reported and submitted to the Client if required and/or requested.

12.3 Oohia FX LTD specifies Spread for each Instrument in the Contract Specifications. Oohia FX LTD is entitled to change Spreads without prior Written Notice to the Client.

13. CLIENT'S REQUESTS AND INSTRUCTIONS

13.1 The Client is entitled to open or close a trade (buy or sell a financial instrument) by submitting an Order via:

- a. Online via our platform and/or software trading tools; or
- b. By speaking to the dealing desk during trading hours.
Oohia FX LTD shall not accept and shall not be under any obligation to execute any Order submitted by other means (e.g.: by leaving a voice message or through our live chat system service, etc.).

13.2 Oohia FX LTD shall accept or execute the Orders you submit if they fulfill all the conditions listed below:

- a. Orders should be submitted in accordance with the terms and conditions provided herein;
and
- b. Your account shall contain sufficient resources to cover any margin required for the Order;
and
- c. You are not in breach of the provisions provided herein; and
- d. It is possible to execute such Order.



13.3 Oohia FX LTD is authorized (but is not obliged) to, in relation to the operation of an Account, rely upon and act in accordance with any instruction given in the following manner:

- a. instructions given to Oohia FX LTD verbally, whether by telephone or otherwise (each a “verbal instruction”);
- b. instructions sent to Oohia FX LTD by post or delivered to us by hand containing the signature(s) of the Client(s) or Authorized Signatory(ies) authorizing its issue;
- c. instructions (i) transmitted to Oohia FX LTD by electronic means and containing the signature(s) of the Client(s) or Authorized Signatory(ies) authorizing its issue (each an “electronic instruction”), unless the Client has not opted in or has opted out of the right to provide electronic instructions; (ii) given as Digital Services Instructions via Oohia FX LTD’s web portals; or (iii) instructions sent to Oohia FX LTD via short message service which are preferable to the Client’s contact details based on Oohia FX LTD’s records at the relevant time, or which are otherwise referable to a Client’s contact details as may be informed by the Company from time to time;
- d. unless the Client has not opted in or has opted out of the right to provide e-mail instructions (as defined below):
 - i. instructions sent by e-mail from any of the Client’s e-mail addresses specified in the Account Application, the last e-mail address provided by the Client to Oohia FX LTD, the e-mail addresses of any Authorized Signatory (if any) (the “Client’s specific e-mail address”); or
 - ii. instructions sent to us by e-mail containing the signature(s) of the Client(s) or Authorized Signatory(ies) authorizing its issue, provided that the e-mail address (not being the Client’s specific e-mail address) from which instructions are sent is registered with Oohia FX LTD.

13.4 The Client acknowledges and agrees that:

- a. it may not be possible to execute his Order(s) immediately due to factors related to the size of his Order and liquidity available; and
- b. Oohia FX LTD may, exceptionally in an emergency, cancel or amend all or any part of the Client’s unexecuted Orders; the Client discharges and releases Oohia FX LTD from any loss and liability that may result; and
- c. Oohia FX LTD shall act on Orders only during Trading hours and shall deal with any Order(s) received outside Trading Hours as soon as reasonably practicable after Trading Hours resume; and
- d. Oohia FX LTD has the right to set a Maximum Position Size at its absolute discretion.

13.5 Oohia FX LTD reserves the right not to accept any offer or to enter into a Transaction with the Client: if Oohia FX LTD believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or the proposed Transaction is of such a size (too small or too large), Oohia FX LTD will not accept that Transaction.

13.6 Oohia FX LTD has the right to delete any canceled Pending Orders older than 1 month from the Client’s Trading Account history.

13.7 The Client acknowledges hereby to monitor his account at all times and especially when he has outstanding Order(s). He shall contact Oohia FX LTD during Operation Hours in case he wishes to check on the status of any Order.



13.8 The Client understands, confirms and accepts herein that any and/or all of his/her trading account history in Client Terminal(s) may, at any time and without prior written consent and/or notice to the Client, further be archived by Oohia FX LTD to a single summarized line in the respective trading account, in which such history records exceed a timeframe of three (3) months.

13.9 The Client further understands, confirms, and accepts herein that such archived trading and non-trading history shall be accessible and/or downloadable, at any time, from and/or within the Client Portal.

13.10 Oohia FX LTD hereby confirms that Client's archived original trading history records, from the Client Terminal(s), shall be accessible and/or downloadable by the Client, at any time, through his/her Client Portal.

14. NETTING

14.1 The amounts payable under this Agreement are automatically converted by Oohia FX LTD into the Currency of the Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.

14.2 If the aggregate amount payable by the Client equals the aggregate amount payable by Oohia FX LTD, then the obligations to make payment of any such amount will be automatically satisfied and discharged.

14.3 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged. This provision shall also apply when a Client that may have multiple Trading Accounts and where an amount is due and owing to Oohia FX LTD from one of the Trading Accounts whereas there are funds available in any other Trading Account, then the Company shall be entitled to settle any obligations due by the Trading Account in deficit by transferring funds from the Trading Account(s) which has funds available. In the event of such a transfer, Oohia FX LTD shall not be liable for any margin call or losses that the Client may suffer, including, but not limited to, losses due to Stop-out Level.

14.4 The Client obligations to pay any due amount shall include all commissions, charges and other costs determined by Oohia FX LTD.



15. MARGIN REQUIREMENTS

15.1 The Client shall pay Initial Margin and/or Hedged Margin at the moment of opening a position. The amount of Initial Margin and Hedged Margin for each Instrument is defined in the Contract Specifications.

15.2 Oohia FX LTD is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.

15.3 Oohia FX LTD is entitled to apply new margin requirements, as provided herein, to new positions and positions that are already open.

15.4 Oohia FX LTD is entitled to close the Client's Open Positions without obtaining his consent or any prior Written Notice if the Equity is less than certain rate, depending on the account type.

15.5 It is the Client's responsibility to notify the Company as soon as the Client believes that the Client will be unable to meet a margin payment when due.

15.6 Oohia FX LTD is not obliged to make margin calls for the Client. Oohia FX LTD is not liable to the Client for any failure by Oohia FX LTD to contact or attempt to contact the Client.

15.7 In the event when the Client breaches any provision of this Agreement, any sums referred to therein which are not denominated in the Currency of the Trading Account shall be treated as if they were denominated in the Currency of the Trading Account by converting them into the Currency of the Trading Account, at the relevant exchange rate for spot dealings in the foreign exchange market.

16. PAYMENTS

16.1 The Client may deposit funds into the Trading Account at any time. All payments to Oohia FX LTD shall be made in accordance with Payment Instructions set forth on the Website. Under no circumstances third-party or anonymous payments will be accepted.

16.2 The Client may withdraw funds from the Trading Account at any time as provided herein.

16.3 When the Client gives an instruction to withdraw funds from the Trading Account, the Company shall use its best endeavors to pay the specified amount within one (1) business day from the date the request has been received, or the next working day if the Client's request is received outside of normal trading hours once the instruction has been accepted, if the following requirements are met:

- a. the withdrawal instruction includes all necessary information;
- b. the instruction is to make a transfer to the Client's account (under no circumstances will payments to third-party or anonymous accounts be accepted); and
- c. at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.



16.4 Oohia FX LTD shall debit the Client's Trading Account for all payment charges. In the event that the Client instructs the Company to close the Client's Trading Account, the net balance payable to the Client shall be the overall value of the account(s) for all gains, losses and fees, provided that the balance amount is greater than the charges requested by the banks or the payment providers; if not, then the Client agrees he will not receive any amount and the account will be closed (after closing all open positions).

16.5 When the Client's account(s) suffer losses that exceed the equity, Oohia FX LTD shall bear the losses that exceed the Net equity (negative balance protection).

16.6 All incoming payments shall be credited to the Client's Trading Account no later than one (1) Business day after funds are cleared by the bank(s) or payment provider(s) we deal with.

16.7 The Client acknowledges and agrees that (without prejudice to any of Oohia FX LTD's other rights under this Agreement to close out the Client's Open Positions and exercise other default remedies against the Client), in the event of a due and payable sum to Oohia FX LTD in accordance with the provisions provided herein and sufficient cleared funds are not yet credited to the Client's Trading Account, the Company shall be entitled to treat the Client as having failed to make a payment to Oohia FX LTD and to exercise its rights as provided herein.

16.8 The Client shall make any margin payments, or other payments due, in US dollars, European euros, other currencies accepted by the Company. The payment amount will be converted into the Currency of the Trading Account at the rate determined by the bank of Oohia FX LTD.

17. DEPOSITS, REFUNDS, AND WITHDRAWALS

17.1 Deposits

- a. We reserve the right to impose deposit limits and deposit fees in our system(s) at any time.
- b. You agree that any funds transmitted to our bank accounts (or to our payment providers) by you or, where permitted, on your behalf will be deposited into your Account with us at the value date of receipt by us and net of any charges/ fees incurred by the bank account providers, our payment service providers and/or any other intermediary involved in such transaction process.
- c. Before accepting any such funds into our bank accounts and/or making any such funds available in your Account with us, we must be fully satisfied that you, as our client, are the sender of such funds, or that such funds have been sent to us by an authorized representative of you, as our client; in those instances where we are not satisfied that you, as our client, are the sender of such funds, or that such funds have been sent to us by an authorized representative of you, as our client, we reserve the right to refund/send back the net amount received to the same remitter from, and by the same payment method through which such funds were received.



17.2 Refunds and Withdrawals

- a. We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.
- b. Upon submitting a withdrawal request via the Client's portal, you may be required to submit documentation as required by applicable "Anti Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us.
- c. When a withdrawal or refund is performed, we reserve the right (but shall, under no circumstances, be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion, (a) to decline withdrawals via certain payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/ or (c) to require that further documentation be submitted, as required by "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.
- d. If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right (but shall, under no circumstances, be obliged) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges incurred by the receiver and/or for any currency exchange rates resulting from the payment of such amount.
- e. Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed on the same day that the request to withdraw funds was made, or the next working day if the Client's request is received outside of normal trading hours. The amount to be transferred reduces the balance of the relevant Account, from which such transfer is to be made, when the transfer request process is concluded. We reserve the right (a) to decline a withdrawal request if the request is not in accordance with the provisions of this Section, or (b) to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.
- f. You agree, when we request, to pay any bank transfer fees incurred when you are withdrawing funds from your Account or when funds are refunded by us to your designated bank account. You are solely responsible for the payments details you are providing us with and we do not accept any responsibility for your funds, if the payment details you have provided us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.



17.3 Deposits by Credit/Debit Card

- a. You can deposit funds to your Account with us quickly and easily by credit or debit card. The entire transaction is processed electronically - online.
- b. Before you can use your credit card, we reserve the right, but shall under no circumstances be obliged, to require that you register it with us. As the case may be, the credit card registration process will be clearly explained on the Credit Card deposit screen displayed on our Online Trading Facility. Upon submitting your credit card registration, you may be required to submit documentation as required by applicable “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation” and/or any other similar rules and regulations applicable to us. Once your credit card has been successfully registered, you can start depositing funds into your Account by credit card.
- c. Registering and using your debit card is the same as using a credit card. The following information must match:
 - (a) the mailing address you provided upon your account registration must match your credit/debit card statement’s billing address; and
 - (b) your full name must match the name on the credit/debit card; initials, nicknames, or aliases of any kind are not accepted;

Please note that it is a serious criminal offence to provide false or inaccurate information during your credit/debit card registration. At the very least, you may be prevented from accessing our Online Trading Facility via your current and future Accounts with us.

- d. Furthermore, in the event that we suspect or determine, at our sole discretion, that the information you provided during your credit/ debit card registration is false or incorrect, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us at our sole and absolute discretion, in the manner we deem fairest to all concerned parties; that decision shall be final and/or binding on all participants; no correspondence will be entered into.



- e. Before accepting any credit/debit card deposits and/or making any such credit/debit card deposits available in your Account with us, we must be fully satisfied that you are the legitimate owner/user of the credit/debit card used and that it is you, as the legitimate owner/user of the credit/debit card, who is making and/or authorizing the deposit by credit/debit card; in those instances where we are not satisfied that you are the legitimate owner/user of the credit/debit card used and that it is you, as the legitimate owner/user of the credit/debit card, who is making and/or authorizing the deposit by credit/debit card, we reserve the right to refuse the credit/ debit card deposit(s) in question and to refund/send back the net amount deposited to the same credit/debit card account and via the same payment method through which such deposit(s) was/were made. Fraudulent transactions are immediately cancelled after being detected. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibitive trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit/debit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us at our sole and absolute discretion, in the manner we deem fairest to all concerned parties; that decision shall be final and/or binding on all participants; no correspondence will be entered into.
- f. We reserve the right, at our sole discretion, to impose such deposit limits and restrictions, as we deem fit. Current deposit limits and restrictions are displayed on the Credit/Debit Card Deposit screen displayed on our Online Trading Facility. Credit/debit card transactions are generally processed within minutes of being requested. The deposited funds are available for use immediately. We do not charge any fees for using this service. If we accept any payments to be made by a debit card, credit card or any other payment method that may charge processing fees, we do, however, reserve the right to levy a transfer charge. All transactions should be listed as purchases on your credit/ debit card statement. You may contact your credit/debit card company to ask if there are any fees on their side for processing these transactions.
- g. For credit/debit cards, we provide a competitive exchange rate, presented upfront in the payment method interface. Should you choose to pursue this service, the transaction will be processed on your payment method immediately using the exchange rate provided. In case you would like the payment provider to perform the currency exchange for you, the transaction will be posted to your card when processed by your issuing bank while the exchange rate and any additional fees will be determined by your issuing bank.
- h. It is important to keep a record of all of your credit/debit card deposits. To help you maintain these records, you should be aware that your credit/debit card deposits are recorded and reported on your credit/debit card statement.



18. LIMITATIONS OF LIABILITY AND INDEMNITY

18.1 Nothing in this Agreement shall exclude or restrict any obligation or liability which Oohia FX may have or owe to the Client under Applicable Regulations, nor any liability which Oohia FX may incur under the Law or Applicable Regulations in respect of a breach of any such obligation.

18.2 In the event the Company may provide Market news, Market analysis and reports to the Client, Oohia FX shall not be responsible for the profitability of such information. The Client acknowledges that Oohia FX shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions. Subject to the right of Oohia FX to void or close any Transaction in the specific circumstances set out herein, any Transaction following such inaccuracy or mistake shall, nonetheless, remain valid and binding, in all respects, on both the Company and the Client.

18.3 Oohia FX will not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from: any error or failure in the operation of or any delay caused by the Client Terminal;

- a. Transactions made via Client Terminal or telephone;
- b. any failure by the Company to perform any of its obligations under this Agreement as a result of a cause beyond its control; or
- c. the acts, omissions or negligence of any third party.

18.4 The Client shall be responsible for obtaining and using, at his/her own risk and expense, the necessary web browser, other software, hardware and/or equipment necessary to obtain access to Digital Services, and for ensuring that his/her web browser, other software, hardware and/or equipment used to obtain access to Digital Services is free in all circumstances from Malware or errors that could affect the proper functioning of Digital Services. If new or different versions of the web browser, other software, hardware and/or equipment necessary for the operation of Digital Services become available, Oohia FX reserves the right not to support any prior version of the web browser, other software, hardware or equipment.

18.5 If the Client fails to upgrade the relevant software and/or web browser or to use the enhanced version of the relevant software, web browser, hardware or equipment as required by the Company, the Client acknowledges and agrees that any of the events listed below may occur:

- a. Oohia FX may not receive the Digital Services Instructions or communications; or
- b. Oohia FX may reject any Digital Services Instruction or communication; or
- c. Oohia FX may process the Digital Services Instructions incorrectly; or
- d. The Client may not be able to obtain access to all features and/or services available, and Oohia FX shall not be held liable as a result thereof.



18.6 The Client acknowledges and agrees that the Company does not warrant or promise that Client Terminal will be uninterrupted or error free. In the event that the Client encounters any technical difficulties or disruptions that prevent them from accessing the Client Terminal or executing trades through the platform's regular interface, the Client should contact Us by telephone during trading hours to request the opening, closing, or modification of a trade. The Dealing Desk will use reasonable efforts to assist the Client promptly in our reasonable control to do so.

18.7 The Client acknowledges that such situations may arise due to factors beyond the Company's control, including but not limited to technical failures, connectivity issues, or force majeure events. Oohia FX shall not be held liable for any losses, damages, or costs incurred by the Client as a result of technical difficulties or disruptions.

18.8 The Client hereby acknowledges the following risks:

- a. insufficient technical knowledge and lack of safety precautions can make it easier for unauthorized persons to access the system (e.g., insufficiently protected storage of data on the hard disk, file transfers, monitor emissions, etc.);
- b. latent danger that third parties could gain unnoticed access to a computer system of the Client during an Internet session (e.g., via a Java application etc.). There is also the possibility that third parties may record communications with Oohia FX;
- c. danger of intrusion or attack by any person or hardware, or by any Malware that may incur the operational risks listed below:
 - i. Oohia FX uses IT Systems developed by third parties to deliver services to and perform transactions on behalf of Clients as well as for back-office operations (including but not limited to Oohia FX's web portals and platforms). Oohia FX, therefore, depends on the performance, capacity, and reliability of IT Systems to support its operations, day-to-day business communications and the delivery or provision of its products and services in relation to Digital Services or otherwise; and
 - ii. Oohia FX may not be prepared to address all contingencies that could arise in the event of a major disruption of services or remedy any interruption in a timely or satisfactory manner or at all, as Oohia FX is partly dependent on third parties for the implementation and maintenance of IT Systems and some causes of interruptions to them are beyond Oohia FX's control.
- d. Oohia FX may use authentication or verification technologies, services or measures as Oohia FX deems necessary, desirable or appropriate. There can be no assurance that such authentication technologies, services or measures will be completely secure, adequate or successful to prevent unauthorized access to or use of Digital Services, hacking or identity theft;



- e. the following risks relating to security of information and access:
- i. physical or electronic break-ins, security breaches, service disruption and other disruptive problems caused by the increased use of the internet, or any power disruption could also affect the security of information stored in or transmitted through our IT Systems. Notwithstanding that Oohia FX employs certain security measures designed to minimize the risk of security breaches, there can be no assurance that these security measures will be adequate or successful;
 - ii. Digital Services will be accessed on devices in the Client's possession. Accordingly, the Client acknowledges and agrees to take adequate steps (for example, installing all security precautions or software from reliable sources) to minimize or prevent unauthorized access to their IT Systems and any security breaches, attacks or intrusions by Malware or other similar harmful components interfering with the use of Digital Services. There is also a risk that third parties could gain access to the IT Systems before, during or after the Client access Oohia FX's Digital Services (including but not limited to Oohia FX's web portals and platforms), and the third parties may thereby gain access to any information including information which the Client choose to download via Digital Services and store on its IT Systems;
 - iii. Oohia FX strongly cautions against Digital Services being downloaded, installed, or used on a device where any of the security features devised by the operating system or manufacturer have been modified at any time (including a device which has been "jailbroken" or "rooted"). Doing so risks the effective and reliable use of Digital Services and may cause interferences with the use of Digital Services and data security breaches. If any Digital Services are downloaded, installed or used on such a device, the Client is deemed to be fully aware of and understand the risks of doing so and Oohia FX shall not be responsible for any consequences of such use;
- f. the following risks in relation to communications and transmissions:
- i. any information, notification, data, document, or software transmitted via Digital Services, e-mail or SMS is carried through or on publicly accessible networks and through applicable internet or telephone service providers, is dependent on IT Systems and may be in an unencrypted form;
 - ii. accordingly, the possible risks of such communications and transmissions should be understood; these include:
 - another person assuming (fraudulently or otherwise) the Client's identity or Oohia FX's identity, as the case may be;
 - leakage of any system;
 - confidential information or profiling of the Client's behavior;



- errors in transmission and technical default or power failure of networks, service providers or IT Systems;
- delays or time lags in transmission or communications;
- an intruder or third-party interfering with or intercepting any information, notification, data, document, or software to receive the Client's information or send out unauthorized information, communications, or instructions to or from Oohia FX; and
- a third party discovering the relationship between the Client or any of its Authorized Users and Oohia FX.

19. HOLD HARMLESS

19.1 The Client agrees to hold harmless and indemnify the Company, its directors, officers, employees, and agents against any and all claims, liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees, that may arise directly or indirectly out of or in connection with:

(a) Any breach by the Client of this Agreement; (b) Any unauthorized use of the Company's services by the Client; (c) Any negligence, fraud, or misconduct by the Client.

20. COMPLAINTS MANAGEMENT PROCEDURE

20.1 The Company has established a Complaints Management Procedure to ensure that any complaints are dealt with fairly and promptly.

20.2 The Client may submit a complaint to the Company's compliance department via email or in writing.

20.3 The Company will acknowledge receipt of the complaint within five business days and provide a written response within four weeks of receipt.

20.4 If the Client is dissatisfied with the Company's response, the Client may refer the complaint to the Financial Ombudsman Service.

21. ORDER EXECUTION

21.1 The Company will execute Client orders in accordance with the Order Execution Policy, which is available on the Company's website.

21.2 The Client acknowledges and agrees that the Company may aggregate the Client's orders with those of other Clients for execution.

21.3 The Company aims to take all sufficient steps to obtain the best possible result for its Clients, taking into account price, costs, speed, likelihood of execution and settlement, size, nature, and any other relevant considerations.



22. MARKET ABUSE

22.1 Oohia FX reserves the right, in its absolute discretion, to close out, modify, or reverse any transaction, or to terminate a client's account if it believes that the transaction or behavior:

- Was based on insider information (material non-public information),
- Involved manipulation of market data or information, or
- Constituted market abuse or any other improper conduct.

This includes any behavior that Oohia FX, in good faith, deems unethical or illegal, regardless of whether a default like bankruptcy has occurred.

22.2 Market abuse includes, but is not limited to, the following actions:

- (a) Entering buy and sell orders at or around the same time, at the same price and quantity, either by the same person or by colluding parties;
- (b) Exploiting black swan events for unfair profit;
- (c) Engaging in latency arbitrage;
- (d) Taking advantage of swap arbitrage between brokers to secure risk-free profits;
- (e) Market manipulation or any attempt to influence market prices dishonestly;
- (f) Insider trading, or using non-public information to make trades;
- (g) Any form of fraud;
- (h) High-Frequency Trading (HFT) is strictly prohibited. Additionally, the use of any delayed data feeds for trading purposes is forbidden.
- (i) Bonus abuse, such as opening multiple accounts or manipulating trades to unfairly benefit from the company's bonus program;
- (j) Using multiple accounts with the same IP address, or engaging in any other deceptive or nefarious trading behavior.

Clients must immediately inform Oohia FX if they notice any abnormal market conditions or errors in market data feeds.

22.3 Clients are prohibited from abusing the Introducing Broker (IB) referral program. This includes, but is not limited to, IBs managing their own clients' accounts for the purpose of gaining commissions from Oohia FX. IBs should act independently, and such actions will be considered improper conduct.

22.4 Failure by Oohia FX to exercise any right or take action immediately does not constitute a waiver of that right. Oohia FX retains the ability to enforce all rights and remedies under this agreement, even if there is a delay in doing so.



23. DORMANT AND INACTIVE ACCOUNTS

23.1 An account shall be classified as dormant if there are no transactions (trading or non-trading) for a consecutive period of 180 days.

23.2 The Company reserves the right to charge a fee for maintaining a dormant account. Details of the dormant account fee are available on the Company's website.

23.3 The Company may contact the Client to reactivate a dormant account. If the Client does not respond, the Company may close the account.

24. COMMUNICATIONS

24.1 The Client consents to receive communications from the Company electronically, including but not limited to:

- (a) Transaction confirmations;
- (b) Account statements;
- (c) Notices and announcements.

24.2 The Company will communicate with the Client through the contact details provided by the Client. The Client agrees to notify the Company immediately of any changes to their contact details.

25. REPORTS

25.1 The Company will provide the Client with reports on the status of their account, including:

- (a) Transaction confirmations;
- (b) Periodic account statements;
- (c) Any other reports as required by applicable regulations.

25.2 The Client is responsible for reviewing all reports provided by the Company and notifying the Company of any discrepancies within a reasonable time.

26. WRITTEN NOTICE

26.1 Any written notice required under this Agreement shall be provided to the contact details specified by the Client or the Company.

26.2 Notices to the Client may be sent by email, postal mail, or other electronic means.

26.3 Notices to the Company should be sent to the Company's registered address or the email address provided on the Company's website.



27. AMENDMENT AND TERMINATION

27.1 The Company reserves the right to amend this Agreement by giving written notice to the Client. Any amendments shall become effective on the date specified in the notice.

27.2 The Client may terminate this Agreement by providing written notice to the Company. Termination shall become effective upon receipt of the notice by the Company.

27.3 Upon termination of this Agreement, the Client shall pay all amounts due to the Company and the Company shall return any Client funds, subject to the deduction of any applicable charges.

28. PERSONAL DATA, RECORDING OF TELEPHONE CALLS AND RECORDS

28.1 The Company will process the Client's personal data in accordance with applicable data protection laws. The Company's Privacy Policy is available on its website.

28.2 The Company may record telephone conversations with the Client for the purposes of training, compliance, and dispute resolution. The Client consents to such recordings.

28.3 The Company shall maintain records of all Client transactions and communications as required by applicable regulations.

29. CONSENT TO DIRECT CONTACT AND PROVISION OF INFORMATION

29.1 The Client consents to the Company making direct contact with the Client via telephone, email, or other means, as necessary for the provision of services under this Agreement.

29.2 The Client agrees to provide the Company with any information that the Company may reasonably request in order to comply with its regulatory obligations.

30. CONFIDENTIALITY

30.1 The Company will treat all Client information as confidential and will not disclose it to any third party except as required by law or as necessary for the performance of services under this Agreement.

30.2 The Client agrees to keep confidential any information relating to the Company's business that is not publicly available.



31. DEFAULT

31.1 The Company may take action if the Client is in default of any obligation under this Agreement, including but not limited to:

- (a) close out any or all of the Client's Open Positions at current Quotes;
- (b) debit the Client's Trading Account(s) for the amounts that are due to Oohia FX;
- (c) close any or all of the Client's Trading Accounts held with Oohia FX;
- (d) refuse to open new Trading Accounts for the Client;
- (e) adjust the Client's trading account balance to remove illicit profit.

32. REPRESENTATIONS AND WARRANTIES

32.1 The Client represents and warrants that:

- (a) All information provided to the Company is accurate and complete;
- (b) The Client has the legal capacity to enter into this Agreement;
- (c) The Client will comply with all applicable laws and regulations in relation to this Agreement.

32.2 The Company represents and warrants that it is authorized to provide the services described in this Agreement and will comply with all applicable laws and regulations.

33. FORCE MAJEURE

33.1 The Company shall not be liable for any failure or delay in performing its obligations under this Agreement due to force majeure events, including but not limited to:

- (a) Acts of God;
- (b) War, terrorism, or civil unrest;
- (c) Natural disasters;
- (d) Technical failures or disruptions.

34. MISCELLANEOUS

34.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings.

34.2 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

34.3 The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision.



35. GOVERNING LAW AND JURISDICTION

35.1 This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

35.2 The parties submit to the exclusive jurisdiction of the courts of the United Kingdom for the resolution of any disputes arising under this Agreement.

36. USE OF THE CLIENT TERMINAL AND SAFETY

36.1 The Client shall be responsible for the security of the Client Terminal and any passwords issued by the Company.

36.2 The Client shall take all necessary steps to prevent unauthorized access to the Client Terminal and shall notify the Company immediately if the Client suspects that the security of the Client Terminal has been compromised.

37. PROMOTIONS

37.1 The Company may offer promotions from time to time. The terms of any promotion will be specified on the Company's website.

37.2 The Client agrees to comply with the terms and conditions of any promotion in which the Client participates.

38. SWAP-FREE ACCOUNT

38.1 The Company may offer Swap-Free Accounts to Clients who require them for religious reasons. The terms and conditions of Swap-Free Accounts are available on the Company's website.

38.2 The Client must notify the Company if the Client wishes to apply for a Swap-Free Account.



APPENDIX 1

INTERPRETATION OF TERMS

I. In this Agreement:

“Abnormal Market Conditions” shall mean conditions contrary to Normal Markets Conditions e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps.

“Access Data” shall mean the Client’s access codes, any login code, password(s), his Trading Account number and any information required to make Orders with Oohia FX.

“Affiliate” shall mean, in relation to Oohia FX, any entity controlled directly or indirectly, by Oohia FX, any entity that controls directly or indirectly Oohia FX, or any entity directly or indirectly under common control with Oohia FX. For this purpose, “control” means ownership of a majority of the voting power of Oohia FX or entity.

“Agent” shall mean an entity appointed to act solely on the appointing party’s behalf to deal with the other party in relation to all or part of the actions under the relevant provision.

“Agreed Process” means any process agreed between the parties in respect of a Dispute other than the Dispute Resolution Procedure, as may be amended between the parties.

“Applicable Rate” means:

Federal Funds rate, if the Currency of the Trading Account is US dollars;

Key European Central Bank (repo) Interest Rate, if the Currency of the Trading Account is European euros;

“Applicable Regulations” shall mean Applicable laws, rules and regulations as in force from time to time in any competent jurisdiction.

“Ask” shall mean the higher price in the Quote, being the price at which the Client may buy.

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

“Base Currency” shall mean the first currency in the Currency Pair, against which the Client buys or sells the Quote Currency.

“Bid” shall mean the lower price in the Quote, being the price at which the Client may sell.



“Business Day” shall mean any day between Monday and Friday, inclusive, other than the 25th of December, the 1st of January or any other holiday to be announced by Oohia FX on the Website.

“CFD” shall mean Contract for Differences.

“Client” shall mean a person who has completed the process of Application to Open a Personal/Corporate Margin Trading Account via the Website or any other method designated by Oohia FX. Persons who complete the process through the domain www.oohia.com shall be considered Clients of Oohia FX LTD.

“Client Terminal” shall mean the MetaTrader program (version 4 or 5), which is used by the Client in order to obtain information of financial markets (which content is defined by Oohia FX) in real time to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from Oohia FX. The program can be downloaded on the Website free of charge.

“Client Terminal Log File” shall mean the file, which is created by the Client Terminal in order to record all the Client’s Requests and Instructions with accuracy to the second.

“Completed Transaction” shall mean two counter deals of the same size in different directions (opening a position and closing the position): buying and then selling or selling and then buying.

“Contract Specifications” shall mean principal trading terms (Spread, Lot Size, Initial Margin, Hedged Margin etc.) for each Instrument, displayed on the Website.

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

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

“Client Information” shall mean any information or documentation that the Company receives from the Client or otherwise obtain which relates to him, his Account or the provision or the use of the Services.

“Data Delivery Date” means each date agreed as such between the parties provided that, in the absence of such agreement, the Data Delivery Date will be the Joint Business Day immediately prior to the PR Due Date.

“Data Reconciliation” means, in respect of a party receiving Portfolio Data, a comparison of the Portfolio Data provided by the other party against such party’s own books and records of all outstanding Relevant Transactions between the parties in order to identify promptly any misunderstandings of Key Terms.



“Dispute” shall mean either:

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

“Dispute Date” means, with respect to a Dispute, the date on which a Dispute Notice is effectively delivered by one party to the other party save that if, with respect to a Dispute, both parties deliver a Dispute Notice, the date on which the first in time of such notices is effectively delivered will be the Dispute Date. Each Dispute Notice will be effectively delivered if delivered in the manner agreed between the parties for the giving of notices in respect of this Agreement.

“Equity” shall mean: Balance + Floating Profit - Floating Loss.

“Error Quotes” are rates received which are transmitted to the Client’s Terminal due to a system of technical error.

“Error Quote (Spike)” shall mean an Error Quote with the following characteristics:

- (a) a significant Price Gap; and
- (b) in a short period of time, the price rebounds with a Price Gap; and
- (c) before it appears, there have been no rapid price movements; and
- (d) before and immediately after it appears, no important macroeconomic indicators and corporate reports are released; and I a significant variance from market pricing Oohia FX has the right to delete an Error Quote (Spike) from the Server’s Quotes Base.

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

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

“Hedged Margin” shall mean the margin required by Oohia FX to sufficiently open and maintain Matched Positions. The details for each Instrument are in the Contract Specifications.

“Illicit Profit” shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.



“Indicative Quote” shall mean a Quote at which Oohia FX has the right not to accept any Instructions or execute any Orders.

“Initial Margin” shall mean the margin required by Oohia FX to open a position. The details for each Instrument are in the Contract Specifications.

“Instruction” shall mean an instruction from the Client to Oohia FX to open/close a position or to place/modify/delete an Order.

“Instrument” shall mean any Currency Pair, Precious Metal, Stock CFD, Energy.

“Joint Business Day” means a day that is a Local Business Day in respect of each party.

“Key Terms” means, with respect to a Relevant Transaction and a party, the valuation of such Relevant Transaction and such other details the relevant party deems relevant from time to time which may include the effective date, the scheduled maturity date, any payment or settlement dates, the notional value of the contract and currency of the Relevant Transaction, the underlying instrument, the position of the counterparties, the business day convention and any relevant fixed or floating rates of the Relevant Transaction. For the avoidance of doubt, “Key Terms” does not include details of the calculations or methodologies underlying any term.

“Leverage” shall mean 1:20, 1:25, 1:40, 1:50, 1:100, 1:200, 1:300, 1:400 ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that, in order to open a position, the Initial Margin is one hundred times less than Transaction Size.

“Local Business Day” shall mean a day on which commercial banks and foreign exchange markets settle payments and are open for general business in the United Kingdom.

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



“**Lot**” shall mean a unit of Securities, Base Currency or troy oz. of Precious Metal in the Client Terminal.

“**Lot Size**” shall mean the number of shares, underlying assets or units of Base Currency, or troy oz. of Precious Metal in one Lot defined in the Contract Specifications.

“**Margin**” shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Contract Specifications for each Instrument.

“**Margin Level**” shall mean the percentage Equity to Necessary Margin ratio. It is calculated as $(\text{Equity} / \text{Necessary Margin}) * 100\%$.

“**Margin Trading**” shall mean Leverage trading when the Client may make Transactions having far less funds on the Trading Account in comparison with the Transaction Size.

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

“**Manifest Error**” shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer’s action in regard to the prices which are significantly different from the market prices.

“**Client Portal**” shall mean the Client’s official private and personal space and gateway to all the services offered by Oohia FX. Including, but not limited to, any trading and/or non-trading activity.

“**Necessary Margin**” shall mean the margin required by Oohia FX to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.

“**Normal Market Size**” shall mean:

- (a) for the Currency Pair: the maximum number of units of Base Currency that are executed by Oohia FX in the Instant Execution mode. This information for each Instrument is displayed in the Contract Specifications.
- (b) for the Precious Metal: the maximum number of troy oz. which can be executed by Oohia FX in the Instant Execution mode.

“**Normal Market Conditions**” shall mean the market where there are no:

- (a) considerable breaks in the Quotes Flow in the Trading Platform; and
- (b) fast price movements; and
- (c) large Price Gap.

“**Open Position**” shall mean a Long Position or a Short Position which is not a Completed Transaction.

“**Order**” shall mean an instruction from the Client to Oohia FX to open or close a position when the price reaches the Order Level.

“**Order Level**” shall mean the price indicated in the Order.



“Precious Metal” shall mean spot gold or spot silver.

“Price Gap” shall mean the following:

- (a) the current Quote Bid is higher than the Ask of the previous Quote; or
- (b) the current Quote Ask is lower than the Bid of the previous Quote.

“Professional Client” shall mean a “Professional Client” for the purposes of the Applicable Regulations as defined in the Client Categorisation document, attached in the schedules.

“Quote” shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.

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

“Quotes Base” shall mean Quotes Flow information stored on the Server. For example, if the Client has a Long Position of 2.0 Lots and a Short Position of 3.0 Lots in the same Instrument, then the Long Position and 2.0 Lots of the Short Position are considered as Matched Positions and 1.0 Lot of the Short Position is not a Matched Position.

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

“Pending Order” shall mean an instruction from the Customer to the Company to open a position once the price has reached the level of the Order.

“Portfolio Data” means, in respect of a party providing or required to provide such data, the Key Terms in relation to all outstanding Relevant Transactions between the parties in a form and standard that is capable of being reconciled, with a scope and level of detail that would be reasonable to the Portfolio Data Sending Entity if it were the receiving party. Unless otherwise agreed between the parties, the information comprising the Portfolio Data to be provided by a party on a Data Delivery Date will be prepared as at the close of business on the immediately preceding Local Business Day of, and as specified in writing by, the party providing the Portfolio Data.

“PR Due Date” means each date agreed as such between the parties provided that the PR Due Date will be the PR Fallback Date where either (a) no date is agreed or (b) the agreed date occurs after the PR Fallback Date.

“PR Fallback Date” means:

- (a) in respect of the PR Period starting on the PR Requirement Start Date, the last Joint Business Day in such PR Period; and, otherwise,
- (b) the last Joint Business Day in the PR Period starting on the calendar day immediately following the last calendar day of the immediately preceding PR Period. If there is no Joint Business Day in a PR Period, the PR Due Date will be the first Joint Business Day following the end of the PR Period.



“PR Period” means, with respect to the parties:

- (a) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur each business day, one Joint Business Day;
- (b) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per week, one calendar week;
- (c) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per quarter, three calendar months; or
- (d) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per year, one calendar year.

“PR Requirement Start Date” means the first calendar day on which the Portfolio Reconciliation Requirements apply to one or both parties.

“Principal” Oohia FX acts as Principal when it is the sole execution venue with respect to the execution of Client orders; “Principal” may refer to “Risk-Less” Principal.

“Rate” shall mean the following:

- (a) for the Currency Pair: the value of the Base Currency in terms of the Quote Currency; or
- (b) for the Precious Metal: the price of one troy oz. of the Precious Metal against the US dollar or any other currency specified in the Contract Specifications for this instrument;

“Relevant Amount(s)” shall mean any free Equity in the Client’s Trading Account not used for margin purposes.

“Request” shall mean a request from the Client to Oohia FX for obtaining a Quote. Such a Request shall not constitute an obligation to make a Transaction.

“Risk Acknowledgement and Disclosure” shall mean the Risk Acknowledgement and Disclosure attached in the schedules to this Agreement.

“Risk-Less Principal” Oohia FX acts as Risk-Less Principal when it receives a Client order for execution and immediately executes an identical order in the market, while taking on the role of Principal in order to fill the Client’s order.

“Segregated Account” shall mean a client bank account as defined by and held in accordance with the Applicable Regulations.

“Server” shall mean the VertexFX Server program. The program is used to execute the Client’s Instructions or Requests, to provide trading information in real-time mode (the content is defined by Oohia FX), in consideration of the mutual liabilities between the Client and the Company.



“Server Log File” shall mean the file created by the Server, which records accurately, to the second, all Requests and Instructions sent by the Client to Oohia FX as well as the results of the execution.

“Services” mean the services provided by Oohia FX to the Client as set out in clause 8.

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

“Spread” shall mean the difference between Ask and Bid.

“Third-Party Service Provider” refers to an entity that the parties agree will perform all or part of the actions under the relevant provision for both parties.

“Trading Account” shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Client Terminal.

“Trading Account History” shall mean any and all of the Client’s trading and/or non-trading activity, including but not limited to deposits, withdrawals, credits, and/or any other services offered by Oohia FX within a Client’s account(s), whether these derive from and/or on VertexFX Platforms and as these may be, from time to time, in part or in whole transferred, archived, shrunk, compressed, but fully accessible at any time by the Client from and/or on his/her Client Portal, private, and personal space.

“Transaction” shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client.

“Transaction Size” shall mean Lot Size multiplied by number of Lots.

“Website” shall mean the website(s) operated by Oohia FX, including without limitation the websites at <https://www.oohia.com> or any such other website or subdomain as Oohia FX may maintain from time to time for access by Clients.

II. All references to a statutory provision include references to:

- (a) any statutory modification, consolidation or re-enactment of it, whether before or after the date of this Agreement, for the time being in force;
- (b) all statutory instruments or orders made pursuant to it; and
- (c) any statutory provision of which that statutory provision is a re-enactment or modification.

III. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.



IV. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to, respectively, a clause in or a party or schedule to this Agreement.

V. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.



APPENDIX 2

ORDER EXECUTION POLICY & BEST PRACTICES

DEFINITIONS

Agent - The Company transmits the Client's orders to Liquidity Providers for further execution.

Buy Limit Order - An order to open a Long Position at a price lower than the current market price.

CFD - Contracts for Difference.

Limit Order - An order to open a position at a specific price or a better one.

Market Execution - The order is executed depending on the depth of the market. Under Market Execution, there are no quotes and the order is executed at the best available price in the market.

Market Order - An order for a trade to be executed at the current market price.

No-Dealing Desk Execution - Clients' orders are sent directly to the interbank market, without a dealing desk involved in the transaction.

Pending Order - An instruction from the Client to the Company to open a position once the price has reached the level of the Order.

Price Gap on the Market Opening - This shall mean the following:

- the first Bid of the current trading session is higher than the last Ask of the previous session;
- the first Ask of the current trading session is lower than the last Bid of the previous session; or
- abnormal Spread - during market opening/closing, the spread can be significantly increased during the first and last trading hour due to very thin liquidity.

Principal - The Company acts as the sole execution venue with respect to the execution of Client orders.

Riskless Principal - The Company receives a Client's order for execution and immediately executes an identical order in the market, while taking on the role of principal, in order to fill the Client's order.

Scalping - A trading strategy based on the notion that you buy then sell (or vice versa) a currency within a very short time frame.

Slippage - This is when an order is executed at a price which is different from the expected price. This usually happens during periods of high volatility. There are two kinds of slippage, positive and negative. Positive slippage occurs when the order is executed at a better price than the one requested; negative slippage is the exact opposite. Slippage may occur in any combination of account types, order types, execution methods. Please be informed that in case of slippage experienced in the market, the orders will be executed at the next available price.



Stop Order - A market order placed to close a previously-opened position at a certain price in order to limit potential losses.

Stop Out Order - An instruction to close the Client's open position without the consent of the Client or any prior notice, in case of insufficient funds required for maintaining open positions.

Take Profit Order - A market order placed to close a previously-opened position at a certain price in order to lock in profit.

INSTRUMENTS

The Company offers and executes a wide range of financial instruments in FX, Equities, Cryptocurrencies, and Commodity CFDs including Energies and Metals. However, certain financial instruments may not be available to the client, depending on their country of residence.

ORDER TYPE DEFINITIONS

There are different types of orders as follows:

- Buy Stop: This is an order to buy at a specified price ('the stop price') that is higher than the current market price.
- Sell Stop: This is an order to sell at a specified price ('the stop price') that is lower than the current market price.
- Buy Limit: This is an order to buy at a specified price ('the limit price') that is lower than the current market price.
- Sell Limit: This is an order to sell at a specified price ('the limit price') that is higher than the current market price.
- Stop Loss: This is an order that is attached to an already-open position to close at a specified price ('the stop loss price'). A 'stop loss' is used to minimize losses.
- Take Profit: This is an order that is attached to an already-open position to close at a specified price ('the take profit price'). A 'take profit' is used to secure profits.

ORDER EXECUTION ELEMENTS

Prices: The Company generates its own tradable prices based on price feeds from some of the world's leading liquidity providers and independent price providers. The main way in which the Company will ensure that the Customer receives the best execution will be to ensure that the calculation of the 'bid' and 'ask' spread is made with reference to a range of underlying price providers and data sources.

Slippage: At the time that an order is presented for execution, the specific price requested by the Customer may not be available; therefore, the order will be executed at the next best available price. If the execution price is better than the price requested by the Customer, that is referred to as 'positive slippage'. In contrast, if the execution price is worse than the price requested by the Customer, this is referred to as 'negative slippage'. Please be advised that 'slippage' is a normal market practice and a regular feature of the foreign exchange markets under conditions including, but not limited to, liquidity and volatility due to news announcements, economic events, and market openings.

Partial Fills: This is the practice of executing an order in parts if there is not enough liquidity in the market to fill the full order at a specific price. Partial fills may be executed at different prices.

Commission: The Client shall be charged a commission when trading some types of financial instruments.



BEST EXECUTION FACTORS

The Company acts either as principal or riskless principal, and not as agent when executing Client orders.

The Company shall take all sufficient steps to obtain the best possible results for its Clients, taking into account the following factors when executing Clients orders:

- (a) **Price:** For any given CFD, the Company will quote two prices: the higher price (ASK) at which the Client can buy (go long) that CFD, and the lower price (BID) at which the Client can sell (go short) that CFD; collectively they are referred to as the Company's price. The difference between the lower and the higher price of a given CFD is the spread. Orders such as Buy Limit, Buy Stop, Stop Loss, and Take Profit for opened short positions are executed at ASK price. Orders such as Sell Limit, Sell Stop, Stop Loss, and Take Profit for opened long positions are executed at BID price. The Company's price for a given CFD is calculated by reference to the price of the relevant underlying asset, which the Company obtains from third party external reference sources. The Company's prices can be found on the Company's website. The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company reviews its third-party external reference sources at least once a day (constantly during trading sessions, more than once a day), to ensure that the data obtained remain competitive. The Company will not quote any price outside the Company's operations time (see execution venue below); therefore, no orders can be placed by the Client during that time. If the price reaches an order such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop; these orders will be closed. But, under certain trading conditions, it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) at the Client's declared price. In this case, the Company has the right to execute the order at the first available price. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session, to such an extent, that under the rules of the relevant exchange trading is suspended or restricted. This may also occur at the opening of a trading session. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop orders, for a given CFD, is specified under Contract Specifications on the main Website of the Company.
- (b) **Costs:** For opening a position in some types of CFDs, the Client may be required to pay commission or financing fees, the amount of which is disclosed on the Company Website; commissions may be charged either in the form of a percentage of the overall value of the trade or as a fixed amount. The value of opened positions in some types of CFDs is increased or reduced by a daily swap rate throughout the life of the contract. Swap rates are based on prevailing market interest rates, which may vary over time. For all types of CFDs that the Company offers, the commission and financing fees are not incorporated into the Company's quoted price and are, instead, charged explicitly to the Client account.
- (c) **Speed of Execution:** The Company places significant importance when executing a Client's orders and strives to offer high speed of execution, within the limitations of technology and communications links, at all times. Speed of Execution can be affected by factors which may include poor internet connection, or any other link to the Company's servers and platforms which may affect execution of the Client's orders.
- (d) **Likelihood of Execution:** The Company acts as principal, whereby it will be the Execution Venue for the execution of the Client's orders for the financial instrument of CFDs. The Client may give instructions by telephone to modify or close a position. The client is responsible for the security of his Access Data. If the Client undertakes transactions on an electronic system (Client Terminal), he will be exposed to risks associated with the system including failure of hardware and software (Internet / Servers). Any system failure may result in the failure of the order being executed



according to his instructions or being executed at all. The Company does not accept any liability in the case of such a failure.

- (e) **Likelihood of settlement:** The Company shall proceed to a settlement of all transactions upon execution of such transactions. The Company strives to provide its Clients with the fastest execution at the best available prices. Nonetheless, the volatility in the market may affect the price, speed and volume. Therefore, trading during volatile conditions when important news and data releases are occurring is incredibly risky and, therefore, the best execution criteria might not apply. Therefore, the execution pricing will always be provided at the first available price.
- (f) **Size of Order:** The actual minimum size of an order is different for each type of account. A lot is a unit measuring the transaction amount and it is different for each type of CFD.
- (g) **Nature of Orders:** The particular category of an order can affect the execution of the Client's order. The following types of orders can be placed:

Market Order: An order for a trade to be executed at the best available price.

Stop Order: A market order placed to close a previously-opened position at a certain price in order to limit potential losses.

- (h) **Market Impact:** Some factors may rapidly affect the price of the underlying instruments, from which the Company's quoted price is derived, and may also affect the rest of the factors herein. The Company will take all reasonable steps to obtain the best possible result for its Clients. The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. Nevertheless, whenever there is a specific instruction from the Client, the Company shall make sure that the Client's order shall be executed following its specific instruction.

EXECUTION VENUES

6.1 Execution Venues are the entities with which the orders are placed. For the purposes of orders for the financial instrument of CFDs, the Company acts as principal (therefore, the Company is the sole Execution Venue for the execution of the Client's orders).

6.2 The Client acknowledges that the transactions entered in CFDs with the Company are not undertaken on a recognized exchange, rather they are undertaken over-the-counter (OTC). As such, they may expose the Client to greater risks than regulated exchange transactions.

6.3 The Company takes into consideration multiple factors when selecting liquidity providers such as the likelihood of execution, operations quality, market position, costs to the Company, swap costs, authorization/regulation and pricing. Regarding its price feeders, these are reputable providers.

BEST EXECUTION CRITERIA

The Company will determine the relative importance of the above Best Execution Factors by using its commercial judgment and experience, in the light of the information available in the market, while taking into account:

- (a) The characteristics of the Client order.



- (b) The characteristics of financial instruments that are the subject of that order.
- (c) The characteristics of the execution venue to which that order is directed.

The Company assigns the following importance levels for the above Best Execution Factors:

FACTOR	IMPORTANCE LEVEL	REMARKS
Price*	High	We place strong emphasis on the quality and level of the price data that we receive from external sources in order to provide our Clients with competitive price quotes. However, we do not guarantee that our quoted prices will be at a price which is as good or better than the ones that might have been available elsewhere. We take all reasonable steps to keep the costs of your transactions low and competitive, to a possible extent. Additional costs might be charged by the Company's Liquidity Providers.
Costs	High	We take all reasonable steps to keep the costs of your transactions low and competitive, to a possible extent. Additional costs might be charged by the Company's Liquidity Providers.
Speed of Execution	High	Execution speed and the opportunity for price improvement are critical to every Client and we repeatedly monitor these factors to ensure we maintain our high-execution standards.
Likelihood of Execution	High	Even though we reserve the right to decline a Client order, we aim to execute all Clients' orders, to a possible extent possible.
Likelihood of Settlement	Medium	See relevant description in Best Execution Factors
Size of order	Medium	See relevant description in Best Execution Factors
Nature of orders	Medium	See relevant description in Best Execution Factors
Market Impact	Medium	See relevant description in Best Execution Factors

Warning: Please note that when you provide specific instructions on executing an order, this may prevent the firm from taking the steps that are designed and implemented, according to this policy, to obtain the best possible result for the execution of these orders in respect of the elements covered by those instructions.



BEST EXECUTION CRITERIA

The Company shall satisfy the following conditions when carrying out Client orders:

- (a) ensures that orders executed on behalf of Clients are promptly and accurately recorded and allocated;
- (b) carries out, otherwise comparable, Client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make it impracticable, or the interests of the Client require otherwise;
- (c) informs Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

NEGATIVE BALANCE PROTECTION

The Company offers negative balance protection for clients; this means that client's losses cannot exceed the client's amount invested.

RECORD KEEPING

The Company keeps records of all steps followed to achieve compliance with the above-mentioned obligations in order to evidence the continuous monitoring of best execution and demonstrate compliance with the relevant obligations to any Competent Authority.

DEMONSTRATION

The Company should be able to demonstrate to clients, upon request, that their orders have been executed in accordance with this Policy.

MONITORING

The Company assesses, on a regular basis, particular transactions in order to determine whether it has complied with its execution policy and/or arrangements, and whether the resulting transaction has delivered the best possible result for the client. The Policy should be reviewed by the relevant departments at least on an annual basis and whenever a "material change" occurs.

Monitoring may include comparing similar transactions:

- on the same execution venue or with the same entity, in order to test whether a firm's judgment about how orders are executed is correct, or
- on different execution venues or entities chosen from among those in the firm's (execution) policy, in order to test whether the 'best' execution venue or entity is being chosen for a given type of transaction.

Where monitoring reveals that a firm has fallen short of obtaining the best possible result, the firm should consider whether this is because the firm has failed to follow its (execution) policy and/or arrangements or because of a deficiency in such policy and/or arrangements and make appropriate amendments.



AMENDMENT OF THE POLICY AND ADDITIONAL INFORMATION

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate and/or at least annually. The Company shall inform its Clients as regards the amended version of its policy through an email.



APPENDIX 3

RISK ACKNOWLEDGEMENT AND DISCLOSURE

All prospective Clients should read carefully the following risk warnings. However, it is noted that this acknowledgement cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing with Financial Instruments (including derivative financial instruments such as CFDs). The notice was designed to explain, in general terms, the nature of the risks involved when dealing with Financial Instruments on a fair and non- misleading basis.

The Client should not engage in any investment, directly or indirectly, involving Financial Instruments unless he knows and understands the risks involved for each of the Financial Instruments. The Company will not provide the Client with any investment advice relating to investments or possible transactions in investments or in Financial Instruments.

Technical risk

- The Client shall be responsible for the risks of financial losses caused by the failure of information, communication, electronic and other systems. Any system failure may result in the failure of the order being executed according to his instructions or being executed at all. The Company does not accept any liability in the case of such a failure.
- While trading via the Client Terminal/platforms , the Client shall be responsible for the risks of financial losses caused by:
 - (a) Client's or Company's hardware or software failure, malfunction or misuse;
 - (b) poor Internet connection either on the side of the Client or the Company or both, or interruptions, transmission blackouts, public electricity network failures, hacker attacks or overload of connection;
 - (c) the wrong settings in the Client Terminal;
 - (d) delayed Client Terminal updates;
 - (e) the Client disregarding the applicable rules described in the Client Terminal user guide and the Company's Website.

The Client acknowledges that, at times of excessive deal flow, the Client may have some difficulties connecting with a Dealer over the telephone, especially in a Volatile Market (for example, when key macroeconomic indicators are released).



Abnormal market conditions

- The Client acknowledges that, under Abnormal Market Conditions, Instructions and Requests for execution may be extended.

Client Terminal

- The Client acknowledges that only one Request or Instruction is allowed to be in the queue at a time. Once the Client has sent a Request or an Instruction, any further Requests or Instructions sent by the Client will be ignored and the “Order is locked” status will appear until the first Request or Instruction is executed.
- The Client acknowledges that the only reliable source of Quotes Flow information is that of the real/live Server’s Quotes Base. The Quotes Base in the Client Terminal is not a reliable source of Quotes Flow information because the connection between the Client Terminal and the Server may be disrupted at some point and some of the Quotes simply may not reach the Client Terminal.
- The Client acknowledges that when the Client closes the order placing/modifying/deleting window or the position opening/closing window, the Instruction or Request, which has been sent to the Server, shall not be cancelled.
- In case the Client has not received the result of the execution of a previously-sent Instruction but decides to repeat the Instruction, the Client shall accept the risk of making two Transactions instead of one.
- The Client acknowledges that if the Pending Order has already been executed but the Client sends the Instruction to modify its level and the levels of If-Done Orders at the same time, the only Instruction, which will be executed, is the Instruction to modify Stop Loss and/or Take Profit levels on the position opened when the Pending Order triggered. Communication
- The Client shall accept the risk of any financial losses caused by the fact that the Client has received with delay, or has not received at all, any notice from the Company.
- The Client acknowledges that the unencrypted information transmitted by email is not protected from any unauthorized access.
- The Client is fully responsible for the risks in respect of undelivered Client Terminal internal mail messages sent by the Company to the Client for they are automatically deleted within three (3) calendar days.



- The Client is wholly responsible for the privacy of the information received from the Company and accepts the risk of any financial losses caused by the unauthorized access of a third party to the Client's Trading Account.
- The Company assumes no responsibility if authorized third persons have access to information, including electronic addresses, electronic communication and personal data, or access data that are transmitted between the Company or any other party using the internet or other network communication facilities, telephone or any other electronic means. Force Majeure Event
- In case of a Force Majeure Event the Client shall accept the risk of financial losses.



RISK WARNING NOTICE FOR FOREIGN EXCHANGE AND DERIVATIVE PRODUCTS

This notice cannot disclose all the risks and other significant aspects of foreign exchange and derivative products such as Contracts for Differences. You should not deal in such products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. Certain strategies, such as a “spread” position or a “straddle”, may be as risky as a simple Long or Short position.

Although Forex and derivative instruments can be utilized for the management of investment risk, some of these products are unsuitable for many investors. You should not engage in any dealings, directly or indirectly, with derivative products unless you know and understand the risks involved in them and that you may lose your money entirely or incur further damages. Different instruments involve different levels of exposure to risk; while deciding whether to trade with such instruments, you should be aware of the following points:

Effect of leverage

The effect of leverage makes investing in CFDs riskier than investing directly in the underlying asset. This is a result of the margining system applicable to CFDs, which generally involves a small deposit relative to the size of the transaction, so that a relatively small price movement in the underlying asset can have a disproportional impact on a Client’s trade. A small price movement in the Client’s favor can provide a high return on the deposit, however, a small price movement against the Client may quickly result in significant losses.

Under Margin Trading conditions, even small market movements shall have great impact on the Client’s Trading Account. It is important to note that all accounts trade under the effect of Leverage. The Client must be aware of the fact that if the market moves against the Client, the Client may sustain a total loss of the deposited funds. The Client is responsible for all the risks, financial resources the Client uses and for the chosen trading strategy.

The Client shall be responsible for all financial losses caused by the opening of a position using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

High volatile instruments

Some Instruments trade within wide intraday ranges with volatile price movements. Therefore, the Client must carefully consider that there is a high risk of losses as well as profits. The price of Derivative financial instruments is derived from the price of the underlying asset, of which the instruments refer to (for example: currency, stock, metals, indices etc.). Derivative financial instruments and related markets can be highly volatile. The prices of



instruments and the underlying asset may fluctuate rapidly and within wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Company. Under certain market conditions, it may be impossible for a Client's order to be executed at a declared price, leading to losses. The prices of instruments and the underlying asset will be influenced by, among other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market. Therefore, Stop Loss Orders cannot guarantee the limit of loss.

The Client acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively-small movement of the underlying market can have a disproportionately-dramatic effect on the Client's trade. If the underlying market movement is in the Client's favor, the Client may achieve a good profit, but an equally-small adverse market movement can not only result in the loss of the Clients' entire deposit quickly.

Liquidity

Some of the underlying assets may not become immediately liquid as a result of reduced demand for the underlying asset and the Client may not be able to obtain the information on the value of such underlying assets or the extent of the associated risks.

Contracts for Differences

The CFDs available for trading with the Company are non-deliverable spot transactions that give an opportunity to make profit on changes in the price of the underlying asset, such as currencies, commodities, stock market indices or shares. If the underlying asset's movement is in the Client's favor, the Client may achieve a good profit, but an equally small adverse market movement can not only result in the loss of the Clients' entire deposit quickly but also expose the Client to any additional commission and other expenses incurred. So, the Client must not enter into CFDs unless he is willing to undertake the risks of losing all the money he has invested and any additional commissions and other expenses incurred.

Transactions in Contracts for Differences may also have a contingent liability and you should be aware of its implications, as set out below.

Off-exchange transactions in derivatives

CFDs, are off-exchange transactions. While some off-exchange markets are highly liquid, transactions in off-exchange or non-transferable derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an Open Position. It may be impossible to liquidate an



existing position, assess the value of the position arising from an off-exchange transaction or assess the exposure to risk. Bid prices and Ask prices need not be quoted, and, even where they are, they will be established by dealers in these instruments; consequently, it may be difficult to establish what is a fair price. In regard to transactions in CFDs with the Company, the Company is using a Trading Platform for transactions in CFDs, which does not fall into the category of a recognized exchange due to the fact that it is not a Multilateral Trading Facility, thus depriving it of the same protection as such.

Foreign markets

Foreign markets will involve different risks. In some cases, the risks will be greater. On request, the Company must provide an explanation of the relevant risks and protections (if any) which will operate in any foreign markets, including the extent to which it will accept liability for any default of a foreign firm through whom it deals. The potential for profit or loss from transactions on foreign markets or in foreign-denominated contracts will be affected by fluctuations in foreign exchange rates.

Contingent liability investment transactions

Contingent liability investment transactions, which are margined, require you to make a series of payments against the purchase price instead of paying the whole purchase price immediately. The Margin requirement will depend on the underlying asset of the instrument. Margin requirements can be fixed or calculated from the current price of the underlying asset.

If you trade in Contracts for Differences, you may sustain a total loss of the funds you have deposited to open and maintain a position. If the market moves against you, you may be called upon to pay substantial additional funds at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. It is noted that the Company will not have a duty to notify the Client for any Margin Call to sustain a loss-making position.

Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

Contingent liability investment transactions, which are not traded on or under the rules of a recognized or designated investment exchange, may expose you to substantially greater risks.

Commissions and taxes

Before you begin to trade, you should make yourself aware of all the commissions and other charges of which you will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), you should understand what such charges are likely to amount to.



There is a risk that the Client's trades in any Financial Instruments, including derivative instruments, may be or become subject to tax and/or any other duty; for example, because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client is responsible for any taxes and/or any other duty which may accrue in respect of his trades.

Suspensions of trading

Under certain trading conditions, it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement or if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted. Placing a Stop Loss Order will not necessarily limit your losses to the intended amounts because market conditions may make it impossible to execute such an Order at the stipulated price. In addition, under certain market conditions, the execution of a Stop Loss Order may be worse than its stipulated price and the realized losses can be larger than expected.

Insolvency

The Company's insolvency, or default, may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets you have lodged as collateral and you may have to accept any available payments in cash.

Segregated Funds will be subject to the protections conferred by Applicable Regulations.

Non-Segregated Funds will not be subject to the protections conferred by Applicable Regulations. Non-Segregated Funds will not be segregated from the Company's funds and will be used in the course of the Company's business; in the event of the Company's insolvency, you will be ranked as a general creditor.

Gapping

Gapping is a risk that arises as a result of market volatility. Gapping occurs when the prices of CFDs suddenly shift from one level to another, without passing through the level in between. There may not always be an opportunity for the Client to place an order between the two price levels.

Stop Loss Orders cannot always protect you from losses.

The Company offers you the opportunity to choose Stop Loss Orders to limit the potential losses you can incur from an open position. This option automatically closes your position when it reaches a certain price limit. There are some circumstances in which a 'stop loss' limit is ineffective, e.g., where there are rapid price movements or market closure.



Risk of Margin Call and Liquidation (close-out)

To keep CFD positions open, the Client needs to have enough funds in his account to cover his margin obligations. When the Client's margin obligations are no longer covered, the Client must immediately deposit additional cleared funds or close positions so that the funds in his account cover the margin. Margin shortages can arise quickly as market values change. Unless the Client has sufficient funds in his account to cover these situations, there is a risk of having to close positions when the Client may prefer not to. The value of the Client's account must always remain above the liquidation, or close out, level. If it falls below this level, the Client's CFD trades are at risk of being liquidated. To prevent liquidation of the Client's CFD positions, the Client must make sure he has deposited enough funds to keep his account value above the liquidation level. If the Client's trade does not go as he expects, the Client may be required to deposit additional funds in order to hold his position.

Risk of loss of invested funds.

It is possible for adverse market movements to result in the loss of your account balance in full or even more. In case you lose more than your current account balance, we will bear the negative consequences of such adverse events and your losses will be limited to your then current account balance.

Past performance

Past performance of any investment is not necessarily a guide to future performance.

Operational risk

Is the risk of business operations failing due to human error. Operational risk will change from industry to industry and is an important consideration to make when looking at potential investment decisions. Industries with lower human interaction are likely to have lower operational risk

Country risk

Is the risk that an investment's returns could suffer as a result of political changes or instability in a country. Instability affecting investment returns could stem from a change in government, legislative bodies, other foreign policy makers, or military control.

Interest rate risk

Is the risk that an investment's value may change due to a change in the absolute level of interest rates, in the spread between two rates, in the shape of the yield curve, or in any other interest rate relationship



RISK WARNING NOTICE FOR CFDS ON CRYPTOCURRENCIES

The CFDs on Cryptocurrency services are not suitable for all investors. The CFDs on Cryptocurrency services are highly complex and as such Customers must always make sure that are fully aware and understand the specific characteristics and risks regarding the said CFDs on Cryptocurrency services and have extensive knowledge and/or expertise of the CFDs on Cryptocurrency services and of the underlying assets of the financial instruments offered by the CFDs on Cryptocurrency services.

Trading on financial instruments offered by the CFDs on Cryptocurrency services carries a high risk of losing all your invested capital in your trading account and/or in a specific trade. Trading prices of the financial instruments and underlying assets offered by the CFDs on Cryptocurrency services carry high volatility and thereby can widely fluctuate or become temporarily or permanently unavailable, therefore clients should trade carefully and only with funds that they can afford to lose.

The nature of Cryptocurrencies may lead to an increased risk of fraud or cyber-attack and may mean that technological difficulties experienced by the Company may prevent the access to or use of the CFDs on Cryptocurrency services.

The financial instruments offered by the CFDs on Cryptocurrency services have specific distinct risks from financial instruments offered by the Company with underlying assets, currencies or commodities. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrencies are backed by technology and trust. There is no central bank that can take corrective measure to protect the value of Cryptocurrencies in a crisis or issue more currency. CFDs on virtual currencies are complex and high-risk products and as such, you could lose your entire invested capital.

CFDs on virtual currencies can widely fluctuate and may result in significant loss over a short period of time. You should not trade in CFDs on virtual currencies in case you do not have the necessary knowledge and expertise in these products or if you cannot bear the loss of the entire invested amount.

By accepting this Risk Disclosure Statement, you acknowledge and confirm that you understand the characteristics of CFDs on Virtual currencies, as presented in the Key Investor Information Document as well as the aforesaid described risks related with CFDs on Virtual currencies.



CLIENT CONSENT

By entering into the 'Customer Agreement', the Customer provides the consent where the Customer is informed that any orders placed with the Company for the Financial Instruments offered by the Company, the Company acts as the principal and the Company is the sole Execution Venue, which is a non-regulated market.

By entering into a Client Agreement with the Company for the provision of Investment Services, the Client is consenting to an application of this Policy on himself.

By clicking the box, I hereby unconditionally accept to abide by the aforementioned terms and conditions stated herein and attest having read and understand them.

Full

Name

Date