



CLIENT AGREEMENT

MITRADE EU LIMITED

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1. Introduction

- (1) This Agreement is between you, the client and us, Mitrade EU Limited (the “**Company**” or “**Mitrade**”). In this Agreement we may refer to ourselves as “**we**”, “**us**”, “**our**”, “**ours**” or “**ourselves**” as the context may require. Similarly, you may be referred to as the “**Client**”, “**you**”, “**your**”, “**yours**” or “**yourself**” as deemed appropriate.
- (2) We are an investment firm incorporated and registered under the laws of the Republic of Cyprus with registration number HE 420923 and registered address at 79 Spyrou Kyprianou, MGO Protopapas Building, 1st floor, 3076, Limassol, Cyprus. We are authorized and regulated by CySEC, to conduct the investment and ancillary services covered by our license, with number 438/23. CySEC’s registered address is 19 Diagorou, 1097, Nicosia, Cyprus.
- (3) We shall provide you with investment services in Contracts for Difference (“**CFDs**”) in accordance with the provisions of this Agreement.
- (4) **CFDs are high risk instruments and may not be appropriate for all investors. Trading in CFDs may result in losses up to your entire capital invested. An explanation of the risks associated with CFD trading is set out in the Risk Disclosure Notice which is always available on our Website. It is important that you carefully read and understand our risk disclosures and warnings before deciding to open an account and trade with us.**
- (5) **For your benefit and protection, it is important to carefully read this Agreement along with any other legal document, policy or disclosure available on our Website, before opening an Account or carrying out an activity with us. These include, but not limited, to the Order Execution Policy, the Risk Disclosure Statement, the Conflicts of Interest Policy, Costs and Charges, the Privacy Policy, the Investor Compensation Fund Notice and the Key Information Documents (KIDs).**
- (6) This Agreement sets out the entire agreement and understanding between you and Mitrade (each referred to as the “**Party**” and collectively referred to as the “**Parties**”) and supersedes any previous agreement or understanding between the Parties in respect to the subject matters contained herein.
- (7) The Agreement will come into force when you electronically accept it and we inform you about your account being activated. It is provided to you in English, and we will primarily communicate with you in English. However, we will try to accommodate other languages, when possible, based on your preferences and you therefore agree that the English version of this Agreement prevails in case of any discrepancies found in versions in other languages.
- (8) Where this Agreement has not been terminated, it will continue to be in effect until it is terminated by either Party, in accordance with the provisions contained therein.
- (9) Capitalised words shall have the meanings set out in Annex 1 hereinbelow. References to clauses are to Clauses in this Agreement unless otherwise specified.
- (10) This Agreement constitutes a distance contract, governed among others, by the Distance Marketing of

Financial Services to Consumers Law of 2004 (Law N.242(I)/2004), which implements the EU Directive 2002/65/EC and does not require the Agreement to be physically signed by either Party to be legally binding.

2. Our Services

- (1) We are authorized to provide the following investment and ancillary services (collectively referred to as the **"Services"**):
 - a) Reception and transmission of orders in relation to one or more financial instruments;
 - b) Execution of orders on behalf of clients;
 - c) Dealing on own account;
 - d) Safekeeping and administration of financial instruments for the account of clients;
 - e) Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction; and
 - f) Foreign exchange services where these are connected to the provision of investment services.
- (2) We will offer you our Services in relation to CFDs (also referred to as the **"Financial Instruments"**) on a range of underlying instruments, through our App and Web Platform (collectively referred to as the **"Trading Platform"**). The contract specifications of each CFD are available on our Website and the Trading Platform.
- (3) CFDs are complex derivative instruments with a high level of risk. They are not appropriate for investors lacking the knowledge and experience to understand these risks, or for those lacking the financial capacity or willingness to lose their entire investment. More information on the risks associated with CFD trading is set out in the Risk Disclosure Notice and our Key Information Documents, available on our Website. It is important that you fully understand the risks before engaging in any trading activity with us and to ensure that CFDs are compatible with your circumstances and financial resources.
- (4) We will act as principal at all times and not as an agent on your behalf. This means that your Transactions are entered into between you and us and we will be the counterparty to all your Transactions. You understand and accept that Mitrade is the sole execution venue in relation to your Transactions.
- (5) You also understand that CFDs are derivative instruments settled in cash and you will not have any rights of ownership, delivery or otherwise in the underlying instrument as a result of a Transaction with us.
- (6) Our Services will be provided on an execution-only basis and you agree that we are under no obligation to advise you on any Transaction or to assess the suitability of any Transaction.
- (7) **We do not offer investment, tax, legal or other form of advice. Any information, including but not limited to, market news, commentary, analysis and trading strategies provided either directly or indirectly by us, should not be regarded as investment advice nor as a recommendation or solicitation to buy or sell securities. You are solely responsible for assessing and evaluating any of the information provided and making your own investment decisions.**

- (8) When executing your Orders, we will take all sufficient steps to provide you with the best possible result, as per the requirements of the Applicable Laws and Regulations. The execution arrangements we have in place and the relevant factors considered in obtaining the best possible result for our clients are summarized in the Order Execution Policy which is available on our Website. Unless you notify us to the contrary, you hereby agree to our Order Execution Policy when this Agreement comes into effect. If you do not consent, we reserve the right to refuse to provide our services to you.
- (9) It is understood that not all the Services under the present Clause, may be applicable to each Client.

3. Opening an Account With Us

- (1) You can apply for an Account by completing our Application Form through our App or Website. As part of the application process, you will need to provide us with relevant personal information and submit the identification documents required to verify your identity.
- (2) During the application process, you will be also required to provide us with information regarding your knowledge and experience, which will enable us to assess whether the Services and/or the Financial Instruments we offer are appropriate for you. If we determine that our Services may not be appropriate for your level of experience and/or knowledge about CFDs, we have the right to decline your application upon notification.
- (3) You are responsible for providing us with complete and accurate information at all times and we may rely on the information you have provided to us unless we have reasons to believe that the information you have provided us with is inaccurate. In case where the information you have provided us with changes, you are responsible to notify us immediately in writing the soonest possible.
- (4) It is understood that we may be unable to accept a person as our Client until all the documentation we require has been received, properly and fully completed by such person and all internal Company's checks (including without limitation due diligence checks and assessment of appropriateness) have been duly satisfied.
- (5) We are entitled, at our sole discretion, to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever it deems necessary.
- (6) Once we review your Application Form to open an account with us and all checks are successfully performed, we will inform you regarding our acceptance via email. It is clarified that we will accept you as a Client if we are satisfied with the information/documentation received and the Services and Financial Instruments offered by us are appropriate for you.
- (7) Unless otherwise agreed, you may open and maintain one Account only. We reserve the right to reject any additional Application Form(s) received from you and/or terminate any additional Account(s) you may maintain with us.

4. Client Categorisation

- (1) We will treat you as a Retail Client, unless we specifically notify you otherwise, and you will be afforded with the highest level of protection provided under the Applicable Laws and Regulations. You have the right to request a different categorisation, however, if we agree to your request, you will lose certain protections afforded to Retail Clients by the Applicable Laws and Regulations, including your eligibility for compensation by the Investor Compensation Fund and negative balance protection.
- (2) We have the right to review your categorisation and re-categorise you if this is deemed necessary (subject to the Applicable Laws and Regulations). If we do so, we will notify you in advance, explaining the reasons and the effect of such decision on your protection rights.
- (3) This section shall be read in conjunction with our Client Categorisation Notice, available on our Website, which provides further details on the client categorization and re-categorisation process.

5. Our Platform (Access and Use)

- (1) Upon registering with us, you will be able to access our Trading Platform and the Demo Account. Once we accept you as a Client, you will gain full access to the Trading Platform and can make use of our Services across the range of Financial Instruments we offer. You can access the Trading Platform using your Credentials and it is your responsibility to keep them private and confidential.
- (2) By using our Trading Platform, we will grant you a non-exclusive and a non-transferable right intended solely for your personal and non-commercial use only, subject to the Agreement and related Terms and Conditions. As our Trading Platform is proprietary, we will use our best efforts to make our Trading Platform available at all times and where this is not possible, we will provide you with the relevant notice. You therefore understand and accept that we cannot guarantee the Trading Platform's continuous availability, due to instances including, but not limited, to the following:
 - a) failures and/or errors of technological nature such as failure of internet connectivity that may affect the access to the Trading Platform, which either you or we rely on;
 - b) suspension of service availability due to maintenance, repairs, updates, developments and other issues outside of our control.
- (3) In any case, we will do our best to maintain the operation of our Trading Platform, but we will not be held liable regarding the means that you use to access our Trading Platform and cannot guarantee its continued availability. You will be solely responsible for providing and maintaining the means by which you access and use our Trading Platform, which may include but is not limited to, a personal computer, mobile device, modem and/or any other means of access.
- (4) You acknowledge and agree that any instruction or communication transmitted via our Trading Platform and your Account, is made entirely at your own risk and subject to your own decisions.

6. Your Dealings With Us

Pricing

- (1) For each Financial Instrument offered through our Trading Platform, we will quote two prices. A higher price ("**Ask**" or "**Buy**" price) and a lower price ("**Bid**" or "**Sell**" price) (collectively referred to as the "**Price Quotes**" or "**our Prices**"). The difference between the quoted Ask and Bid price of each instrument is referred to as the "**Spread**". We set our Price Quotes at our sole discretion with reference to the price of the Underlying Instrument, which we quote from our liquidity providers and/or external price feed providers. You acknowledge and understand that our Price Quotes may differ from the prices offered by other platforms and may change at any time, without prior notice.
- (2) Our Spreads are variable and will vary throughout the Trading Hours depending on market volatility and available liquidity. We determine our Spreads, at our sole discretion, with reference to the best Bid and Ask prices received from our liquidity and price feed providers. We reserve the right to change our Spreads during periods of uncertainty, low liquidity or increased market volatility. More details on how we derive our Prices and set our Spreads are available in our Order Execution Policy, available at all times on our Website.
- (3) Our Prices shall be available during Trading Hours and shall remain valid to deal in Transactions, until their expiration or withdrawal by us.
- (4) We shall exercise best efforts to provide you with our Prices during Trading Hours. However, you understand that in a Force Majeure Event, we may be unable to provide Price Quotes or execute Transactions during Trading Hours.

Entering Transactions

- (5) Unless agreed otherwise, you may only place an Order through our Trading Platform. When you place an Order, you offer to open or close a Position in a specified Financial Instrument at our Price Quotes or at a price level specified by you in the specific Order. It is your responsibility to specify the parameters of each Order placed through the Trading Platform, including order type, size and price where relevant. Upon receipt of your Order, we will promptly acknowledge receipt of such Order or where relevant provide you with a Transaction confirmation through the Trading Platform.
- (6) You may place an Order on any Financial Instrument available via the Trading Platform any time, however we will only execute Orders during Trading Hours. You may find more details about the Trading Hours for each Financial Instrument on our Website and the Trading Platform.
- (7) For each Financial Instrument offered, minimum and maximum order size limits apply and are specified on the Trading Platform. These limits are determined at our absolute discretion, taking into account the relevant market conditions and our internal risk management policies. Any Orders falling outside the prescribed minimum and maximum order sizes are automatically rejected.
- (8) Acceptance of your orders does not warrant or guarantee their execution at your requested price. You acknowledge and accept that Orders may experience Slippage due to factors that are outside our control.

While we take all sufficient steps to achieve the best possible result for our clients, your Orders may be executed at a price which may be less favourable than the one requested. For further details, please refer to our Risk Disclosure Statement and Order Execution Policy.

- (9) We reserve the right, at our sole discretion, to decline any Order without specifying any reason, in situations that include, but are not limited to, the following:
- a) The funds available in your Account (referred to as the **"Available Balance"**) are not sufficient to cover the Margin Requirements;
 - b) the Order is outside the minimum or maximum acceptable size limits for the specific Financial Instrument;
 - c) the Transaction will result in a breach of any internal trading limits set by us for risk management purposes;
 - d) when there is no valid Price available for the specific Financial Instrument or the Price is derived from a Pricing Error or a Force Majeure Event or an Event of Default has occurred, in accordance with Clause 18 hereinbelow; or
 - e) we reasonably believe that the execution of such Order will be in breach of this Agreement or any other legal or regulatory requirement applicable to us.

Closing Positions

- (10) If you have an open Position, you may only close it, either entirely or partially, by selecting the specific position you want to close, clicking 'close,' and specifying the quantity. You may also place an Order, attached to an open Position, to close such Position at a price specified by you. It is important to note that opening an opposite Position with the same quantity on the same financial instrument will not close the existing Position; instead, it will result in two open Positions in opposite directions displayed on the Trading Platform.
- (11) You will be able to close any open Positions, during Trading Hours, subject to any other clauses in this Agreement.
- (12) Unless you close an open Position, or it is cancelled or otherwise closed by us, in accordance with this Agreement, it will remain open indefinitely.

Execution of Orders

- (13) When executing your Orders, we shall take all sufficient steps to obtain the best possible result. Further details on the execution arrangements applied by us and the relevant factors considered in obtaining the best possible result for our clients are available in our Order Execution Policy.

Trade Confirmations

- (14) Confirmations of any Transactions executed, or any Orders received that are pending execution, will be immediately made available on the Trading Platform. Moreover, through the Trading Platform, you may find real time information on your Account's position, including your Balance, Available Balance, Equity, Margin Level, profit and loss.

- (15) We will provide you on a regular basis with periodic statements of your Transactions, Account's position and Client Money. You may also request to receive such a statement via email, any time through the Trading Platform.
- (16) It is your responsibility to review all Transaction confirmations, your Account's position and any statement received from us to ensure that they are accurate. If you believe that a confirmation or your Account's position or any statement received is incorrect, you must notify us as soon as reasonably practicable and no later than 30 days of the Transaction confirmation or statement made available to you. In the absence of any errors, statements and Transaction confirmations will be considered conclusive and binding on you.

Performance and Settlement of Positions

- (17) All Transactions, including any associated costs and charges or adjustments mentioned in the present Agreement, are settled in your Base Currency. Upon settlement, the corresponding amount is either added or deducted from your Account's Balance.
- (18) When you have open Positions, any profits or losses resulting from market conditions on the relevant market, including any relevant Overnight Fees, will remain unrealised until such Positions are closed. Unrealised profits or losses are converted in real time, into your Base Currency and are reflected in your Profit and Loss and your Account's Equity. Your Equity or Margin Level will determine your obligation to pay any additional Margin that may be required, or your ability to open new Positions and/or withdraw funds.
- (19) Upon closure of a Position, your unrealised profit or loss, including any accumulated Overnight Fees will be realised and paid either by you or us, in your Base Currency.
- (20) Unless otherwise specified in this Agreement, any adjustments made to your Account, will be realised at the time they occur.

CFD Expiration

- (21) Certain CFDs offered in our Trading Platform are linked to Futures contracts and have an expiration date. When you hold a CFD Position on a Futures contract, it will be automatically rolled over to the next underlying Futures contract on the rollover date specified on our Website and Trading Platform, unless it was already closed by you.
- (22) We are not obliged to provide you with any notification prior to the rollover of a Futures CFD. It is your responsibility to monitor your Account and close any Positions you do not want to roll over, prior to the commencement of the roll over date.
- (23) When a Futures CFD rolls over to the new Futures CFD, which will be priced based on the new underlying Future, the difference between the price of the expired Contract and the new Contract, will be debited or credited to your Account's Balance. Any pending Orders in relation to the expired Contract, whether attached to an open Position or not, entered before the roll over date, will be adjusted based on the price difference between the expired and the new Contract.

Type of Orders

- (24) The types of Orders we accept, including their details, are specified in our Order Execution Policy and the Trading Platform.
- (25) All Orders will remain “Good till Cancelled”, meaning that they will remain valid until they are executed or cancelled by you or us in accordance with the Terms and Conditions of this Agreement. You may cancel or amend an Order, any time through the Trading Platform, if we have not already acted upon it.

7. Margin Requirements and Margin Close Out

Margin Requirements

- (1) Before you enter into a Transaction with us, you need to ensure that your Account’s Available Balance is sufficient to cover the Margin Requirement, also known as “Initial Margin” or simply “Margin” of that particular trade. Upon opening a Position, you will be required to pay the Initial Margin which will be deducted from your Available Balance and will serve as collateral for your Position.
- (2) The Margin Requirement for each Transaction will be calculated as a percentage of the Contract’s initial value at opening, according to the Leverage ratio or Margin Ratio used. The available Leverage ratios or Margin Ratios for each Financial Instrument may vary depending on the Underlying Instrument and your client categorisation, and are determined at Mitrade’s discretion, in accordance with the Applicable Laws and Regulations. Further details on the Leverage and Margin Requirements for each Financial Instrument are available on our Website and the Trading Platform.
- (3) We reserve the right to change Margin Requirements and/or Margin Ratios at any time and with immediate effect, at our reasonable discretion. Where you have open Positions, we will notify you in advance of any increase in the Margin Requirements or Margin Ratios.
- (4) We may issue a warning in the form of an email or notification (referred to as the “**Margin Call Notification**”), when your Equity falls to or below the total Initial Margin Requirement. It should be noted, however, that we are under no obligation to provide such notifications, and therefore we shall not be held liable for any losses or damages incurred by you in the event of our failure to do so.
- (5) You must always comply with our Margin Requirements and maintain the required Margin for your open Positions, until such Positions are closed. It is your responsibility to monitor your Positions and remain informed at all times about the status of your Account, your Margin Requirements and any changes to the Margin Requirements, as per clause 7(3) hereinabove.

Margin Close-out

- (6) All Accounts are subject to a margin close-out rule when the Equity of the Account falls to 50% (referred to as the “**Margin Close-Out Level**”) of the total Initial Margin (i.e. Account Margin Level of 50%). The total Initial Margin will be the aggregate of all the Margin Requirements within your Account.
- (7) **Where the Margin Level of your Account reaches or falls below the Margin Close-Out Level, we will**

automatically start closing your open positions, starting with those that are most unprofitable, until your Margin Level becomes greater than the Margin Close-Out Level.

- (8) We will close your Positions, with or without prior notice, at the most favourable Price in accordance with our duty to obtain the best possible result for our clients, as described in our Order Execution Policy. **It is your responsibility to monitor your Account at all times and to ensure that your Margin Level is always above the Margin Close-Out Level.**

Negative Balance Protection

- (9) If you are a Retail client, we will offer you a negative balance protection on a per account basis, which aims to limit your losses, including all related costs to your Account's Equity.
- (10) Under certain market conditions which are outside our control, our Margin Close-out Protection may not be able to prevent your Account's Equity from becoming negative. In this situation, you will not be liable for any negative Equity and your Account's Balance will be adjusted to zero.

8. Corporate Actions

- (1) A Corporate Action is an action or event initiated by the issuer of any Underlying Instrument, which would impact the price and/or other aspects of such Underlying Instrument and thus the price and/or other aspects of the corresponding CFD offered through our Trading Platform or constrain your ability to trade CFDs referencing such Underlying Instrument. These actions include but are not limited to:
- a) dividend payments;
 - b) a merger or acquisition;
 - c) stock splits and reverse stock splits;
 - d) spin-offs;
 - e) distribution of securities, rights, warrants or scrip issues;
 - f) delisting; or
 - g) any other event of similar nature that may have a diluting or concentrating effect on the market value of such Underlying Instrument.
- (2) In the event of a Corporate Action in relation to an Underlying Instrument of a CFD open Position you have with us, we will, acting reasonably and considering our duty to treat clients fairly, carry out appropriate adjustments in your Account to mirror the economic impact of the Corporate Action to the greatest extent possible.
- (3) Depending on the type of the Corporate Action, we may take any of the following actions pursuant to clause 8(2):
- a) adjust the size, opening Price and/or number of open Positions;
 - b) open new Positions in any relevant new Underlying Instrument;
 - c) close open Positions at the last market price traded and/or cancel pending orders;
 - d) pay you a dividend adjustment for long positions or charge you a dividend adjustment for short Positions;

- e) make any cash adjustments in your Account or take any other action as deemed appropriate to reflect the impact of the relevant action or event.
- (4) While we will make every effort to notify you in advance of any actions we may take in relation to a Corporate Action, we reserve the right to act without prior notification. We will endeavour to take any of the actions stated above as soon as we are reasonably able to do so and will inform you as soon as reasonably practicable.
- (5) We reserve the right to increase the Margin Requirements for new Transactions and/or limit the maximum exposure or order size and/or restrict or disable the opening of new Positions in CFDs where the Underlying Instrument may be subject to actual or anticipated Corporate Action, in order to manage our risks and address market volatility.

9. Market Abuse and Prohibited Trading Practices

- (1) When you deal with us in Financial Instruments whose price or value depends on the price of an Underlying Instrument that is admitted on an Exchange, you must abide by the Applicable Laws and Regulations, including but not limited to the Market Abuse Regulation (EU) 596/2014 and Market Abuse Law of 2016 (L.102(I)/2016).
- (2) By entering into this Agreement, you represent and warrant to us that you will neither open nor close a Position nor place, modify or withdraw any Order that contravenes with the Applicable Laws and Regulations and/or any other Law that prohibits insider dealing, market manipulation and/or any other form of market misconduct, including, but not limited to:
 - a) entering into Transactions, placing, amending or cancelling Orders on the basis of inside information; and
 - b) entering into a Transaction, placing an Order or any other behaviour which gives, or is likely to give, false or misleading signals as to the supply and demand of an Underlying Instrument or secures or is likely to secure the price of Underlying Instrument at an abnormal or artificial level.
- (3) You further understand that you may not engage in any activity or action aimed at exploiting, manipulating or gaining an unfair advantage on our Trading Platform, our Services and the Price Quotes we offer. Such practices (collectively referred to as the **"Prohibited Trading Practices"**) include, but are not limited to, the following:
 - c) using a device, software or algorithm to manipulate, abuse or otherwise impact the proper operation of our Trading Platform, including the way we derive, construct and communicate our Price Quotes in the Trading Platform;
 - d) trading strategies which aim to exploit erroneous or delayed Price Quotes;
 - e) dealing in the Underlying Instrument for the sole purpose of manipulating our Price Quotes and/or placing Orders or entering Transactions on manipulated prices;
 - f) engage in hedged transactions using multiple accounts or in coordination with other parties to take advantage of our negative balance protection policy; or
 - g) any other abusive, manipulative or illegal practice or practice which allows you to gain an unfair advantage or generate profits without being subject to any downside risk.
- (4) Where we determine or reasonably believe, in our sole discretion, that you have engaged in Market Abuse or

Prohibited Trading Practices, we reserve the right to take any of the following actions:

- a) cancel and/or reject all or any of your Transactions/Orders;
- b) close all or any of your open Positions;
- c) deem any Transactions resulting in profits through Market Abuse or Prohibited Trading Practices as void and withhold any trading profits;
- d) adjust and/or amend the terms of a Transaction/open Position to off-set the impact of the Prohibited Trading Practice used;
- e) restrict or limit your access to the Trading Platform and/or suspend, either temporarily or permanently your Account;
- f) immediately terminate this Agreement, as per the provisions of Clause 21.

10. Clients' Money

- (1) All the funds received by you or held by us on your behalf will be treated as Client Money in accordance with Applicable Laws and Regulations. Your funds will be held in one or more designated Client Money accounts with authorised credit institutions located within the European Economic Area (the "EEA"). This means that Client Money is segregated from our own funds and thereby protected against any claims from our creditors, in the event of our insolvency.
- (2) Your funds will be pooled with those of other clients in omnibus accounts and therefore may not be possible to determine the specific credit institution they are held. In case of insolvency or similar proceedings involving a credit institution holding Clients Money, which results in a shortfall in the amount of Client Money held, you may not receive your full entitlement and you may share proportionally the shortfall with other clients. You should further note that the funds held in omnibus accounts may be used by Mitrade to meet its obligations towards other clients.
- (3) Whilst we have exercised all due skill, care and diligence in selecting, appointing and reviewing the credit institution(s) where Client Money is held, we shall not be liable for any losses you may suffer resulting from the insolvency, acts or omissions of such institutions. We may use multiple credit institutions to diversify and mitigate concentration risk.
- (4) **By accepting the present Agreement, you acknowledge and therefore provide your consent for maintaining your funds in an omnibus account as stipulated hereinabove in this Agreement.**
- (5) Client Money will be held on trust, in accordance with Clause 10(1) above, solely for the Services and Transactions outlined in this Agreement. We are entitled to set-off any amount that is due and payable to us, including any unrealised losses incurred from your open Positions, against any of the Client Money held by us. Similarly, we may transfer funds from our own accounts to Client Money accounts to cover any amounts due to you, including any unrealised profits from open Positions.
- (6) You acknowledge and understand that we are not obliged to pay you any interest on the Client Money we hold on your behalf.
- (7) You further agree that we reserve the right to hold your funds in a designated Client Money account

denominated in a currency that is different from that of your Account. In any case, the amount of Client Money held will be at least equal in value to your Base Currency.

- (8) It is understood that the Company may keep merchant accounts in its name with payment service providers (referred to as the “PSPs”) used to settle payment transactions of its Clients. For the avoidance of any doubt, it is further noted that such merchant accounts are not used for safekeeping of Client Money but only to effect settlements of payment transactions. For more information, you may refer to the list of PSPs found on our Website.
- (9) You may obtain information in relation to the amount of Client Money held by us on your behalf any time through the Trading Platform. We will also provide you with a statement of your Account via email, at least on a quarterly basis.
- (10) Mitrade is a member of the Investor Compensation Fund (referred to as the “ICF”), whose main objective is to secure the claims of covered clients should a member of the ICF be unable to fulfil its obligations. If you are categorised as a Retail Client, you may be entitled to compensation from the ICF in the event we are unable to meet our obligations as explained in the Investor Compensation Fund Notice found on our Website.

11. Deposits And Withdrawals

- (1) Before entering into any Transactions with us, you must deposit funds in your Account from a bank account or other payment method in your own name. Deposits will be made via the methods and in the currencies accepted by the Company, which may be changed from time to time. The detailed information regarding deposit methods is available on our Website and the Trading Platform.
- (2) Any amounts deposited to us, will be credited to your Account’s Balance as soon as they are received, net of any transfer fees or other charges applied by the credit institutions or PSPs involved in the process.
- (3) We reserve the right to request additional documentation or supplementary information at our discretion, as necessary to fulfil our regulatory obligations before processing any deposit or at any time thereafter. It is your responsibility to provide us with the requested information, and failure to do so may result in delays with processing such request. We reserve the right to decline a deposit and return the funds back to the source of origin under the following circumstances, including but not limited to:
 - a) funds received from a third party;
 - b) you fail to provide us with any requested documentation and/or information;
 - c) we suspect or have concerns regarding the authenticity and/or adequacy of the documentation provided;
 - d) we suspect that you are involved in illegal or fraudulent activities;
 - e) it has come to our attention that the deposited method used has been lost or stolen; and
 - f) where we consider that there is a chargeback risk.
- (4) You may withdraw any amount that is equal or less than your Account’s Available Balance, subject to the minimum transaction limits applicable to each payment method. In cases where the minimum withdrawal amount is higher than your Account’s Available Balance, you may withdraw an amount that is equal but not

less than your Available Balance.

- (5) Upon receiving your withdrawal request, we reserve the right, acting reasonably, to request additional documentation or supplementary information, to satisfy our regulatory obligations in compliance with the Applicable Laws and Regulations. Note that any delays or failure to comply with such a request may affect processing time or your ability to withdraw funds.
- (6) We will process your withdrawal request and send the requested amount back to the same account or payment method used for your payments to us. If we are unable to do so, for any reason whatsoever, we reserve the right, at our discretion, to transfer the requested amount to an alternative account or payment method proposed by us or requested by you.
- (7) We reserve the right to decline a withdrawal request if:
 - a) the requested amount exceeds your Account's Available Balance; and/or
 - b) the destination account belongs to a third party; and/or
 - c) we are legally obliged to do so.
- (8) Subject to the above Clauses, your withdrawal request shall be processed within the same day that the request was received or the next Business Day the latest, and your requested withdrawal amount will be deducted from your Account's Balance. Until the withdrawal request status is "Pending", the withdrawal request can be cancelled by you and the requested withdrawal amount will be added back to your Account's Balance. However, if the withdrawal request status is "Processing", the withdrawal request can only be cancelled by Mitrade. Once your withdrawal request is approved, it will be sent for execution to the relevant credit institution or PSP.
- (9) Note that withdrawals may be subject to additional processing time depending on the internal processes and procedures applied by the PSPs and/or the credit institutions involved. We shall not be liable for any delays caused by such third parties.
- (10) If we credit a payment to your Account but subsequently discover that the credit was made in error, we reserve the right to reverse any such credit and/or cancel any Transactions which could not have been made without the credit or close any open Position(s) which could not have been established if such amount was not credited accidentally.

12. Our Charges

- (1) The fees and charges applied in relation to our Services and Financial Instruments are available on our Website and the Trading Platform. It is your responsibility to ensure you have read, understood and considered all applicable costs and charges, prior to entering into any Transactions with us.
- (2) Our Spread is the only trading cost you incur when you open or close a Position. Our Spreads vary across different Financial Instruments and fluctuate according to market conditions. You acknowledge and understand that due to these fluctuations, the Spread costs associated with closing a Position may differ from

those incurred when opening the Position. You may find more details about our Spreads on our Website and Trading Platform.

- (3) Where you hold an open Position overnight, a fee (referred to as the “**Overnight Fee**”) will be debited or credited to your Account, depending on the applicable overnight funding rates of each Financial Instrument. The Overnight Fees are charged automatically on a daily basis, including weekends, when a Position is held pass 05:00 pm EST/EDT. Those rates are variable and are specified for each instrument on our Website and the Trading Platform.
- (4) You acknowledge and agree to pay us all applicable costs and charges and any other additional expenses resulting from the provision of our Services offered to you. This includes, but is not limited to taxes, duties or any other fees incurred by us in relation to your Transactions. All costs and charges shall be regarded as being due and payable immediately and may be deducted from the proceeds of any Transaction or debited directly from your Account’s Balance.
- (5) All costs and charges applied to your Account will be in your Base Currency. Where a Transaction is denominated in a currency that is different from your Base Currency, the associated costs and charges will be calculated based on the Financial Instrument’s currency and converted to your Base Currency at the current currency conversion rate.
- (6) Our costs and charges may be amended, altered or modified at our sole discretion. Any such changes will be made immediately available on our Website and the Trading Platform. It is your responsibility to monitor and keep up to date with any changes in the applicable costs and charges. For any material changes which are not related to underlying market conditions, we will notify you in writing in advance. Your continued use of our Services will be considered as your agreement to such changes, In the event that you do not agree with any change, you have the right to terminate the Agreement as Clause 21 of this Agreement.
- (7) The Company does not charge any fees for inactivity or in regard to your deposits and withdrawals. However, some payment methods may incur transaction fees applied by the credit institution or the PSP involved which are not covered by Mitrade. It is your responsibility to stay informed and cover any such fees should they apply.
- (8) An itemized breakdown of all the costs and charges applied in your Account will be provided to you at least on an annual basis.

13. Market Analysis Tools

- (1) We may provide you with market news and commentary, opinions, charts, technical analysis, and other analytical trading tools (collectively referred to as the “**Market Analysis Tools**”) for your exclusive use and benefit. Such Market Analysis Tools are of general nature and do not consider your personal objectives, financial situation or needs.
- (2) **You should not consider any of the information provided by the Market Analysis Tools as investment advice, recommendation, investment research and/or an offer to enter into a Transaction. These tools are provided to assist you in making your own investment decisions and therefore it is important that you fully**

understand such tools and use them at your sole discretion and responsibility.

- (3) The Market Analysis Tools are provided “as is”, and Mitrade makes no representation or warranty as to their accuracy and completeness, and does not assume liability for any losses or damages that may arise from the use or reliance on such tools.
- (4) You acknowledge and understand that we are under no obligation to provide any of the Market Analysis Tools, and we reserve the right to withdraw, cancel, or terminate your access to any or all of these tools at any time, without prior notice, solely at our discretion.

14. Tax

- (1) We are required to collect certain tax information from you, for the purposes of ensuring compliance with FATCA and CRS reporting requirements. We may provide this information to the Cyprus tax authorities who may in turn exchange this information with tax authorities of other jurisdictions. You agree to provide any tax information, which is required for us to comply with our tax reporting obligations. In case you fail to do so, we reserve the right to either reject your application or close your account.
- (2) **You warrant and represent that you are not a US Person. Natural persons that are residents of the United States or qualify as ‘US citizens’ or ‘US Resident Alien’ must not use our services.**
- (3) Mitrade does not provide tax advice. If you are uncertain about the tax implications of your transactions with us, it is recommended that you seek independent advice. Depending on your tax residency and personal circumstances, any income derived from our services may be taxable. It is your responsibility to stay informed and to comply with any tax obligations arising from your dealings with us.
- (4) We shall not be held liable for any adverse tax implications of your Transactions or your failure to comply with your tax obligations.
- (5) You acknowledge and understand that in certain circumstances, we may be required to withhold from your Account an amount to pay a tax obligation arising from your Transactions.

15. Conflicts Of Interest

- (1) When offering our Services to you, conflicts of interest may occur between you and the Company or between you and another client. We will make all reasonable efforts to prevent or manage such conflicts and will ensure that our Clients are treated fairly, and their interests are not impaired.
- (2) We may engage third party affiliates for the promotion and marketing of our services. Such affiliates may receive inducements for introducing clients, and their role is limited to this purpose only. They are not allowed to offer any investment services, recommendations or otherwise influence any of your trading decisions. The inducements paid are not connected with the provision of investment services nor do they have any impact on our clients. When we enter into such arrangements, we always ensure that our ability to treat clients honestly, fairly and professionally in accordance with their best interest will not be impaired.

- (3) We have established a policy and procedures for the identification, prevention and management of conflicts of interest. Where a conflict arises that cannot be managed effectively, we will disclose such conflict before undertaking further business with you. A summary of our Conflicts of Interest Policy is available on our Website.

16. Processing of Personal Data

- (1) Upon opening an Account with us and throughout our business relationship, you will be providing us with your Personal Data. We will act as the data controller and shall collect, store, share and process your Personal Data in accordance with the applicable Data Privacy Laws.
- (2) By entering into this Agreement, you agree and acknowledge that we shall process your Personal Data, as described in our Privacy Policy, for the purposes of:
 - a) providing you with our Services and fulfilling our contractual obligations under this Agreement;
 - b) complying with our legal and regulatory obligations; and
 - c) pursuing our legitimate interests and/or those of a third party, provided that such interests do not override the relevant individual's fundamental rights and freedoms.

Where our use of your Personal Data does not fall under one of the above lawful basis, we will require your consent which in any case shall be freely given.

- (3) You agree and understand that, for the purposes described in clause 15.2 above, we may disclose your Personal Data, to other companies within Mitrade group, business partners, service providers, financial institutions and relevant authorities. You further agree and understand that your Personal Data may be transferred to and stored outside the EEA. In such cases, we will employ all reasonable measures to guarantee the proper treatment of your Personal Data, consistent with the principles outlined in our Privacy Policy.
- (4) As per the applicable Data Privacy Laws, you have certain rights that include, inter alia, the right to access your Personal Data and/or request correction if inaccurate or incomplete and/or request restriction if processed unlawfully. Additionally, in certain circumstances, you may request the deletion or object to the processing of your Personal Data, for legitimate reasons.
- (5) You acknowledge and therefore agree that your Personal Data will be stored for the duration required by the Applicable Laws and Regulations.
- (6) The Company has appointed a Data Protection Officer who oversees and monitors the Company's compliance with the applicable Data Privacy Laws and acts as the Company's point of contact with the relevant authority. You may contact our Data Protection Officer anytime via email at dpo@mitrade.com.
- (7) Further details of how we collect, store, process and share your Personal Data and details of your rights as data subject are specified in our Privacy Policy, which is available at all times on our Website.

17. Representations, Warranties and Covenants

- (1) In addition to, and without prejudice to any other representations, warranties and covenants outlines in this Agreement, you further represent, warrant and covenant that:
 - a) all information you provide to us (whether in the Application Form or otherwise) is true, not misleading and reflects accurately your personal circumstances and financial position;
 - b) you are over 18 years of age at the moment of entering into the Agreement;
 - c) any documents sent to us during your Account opening process, as well as throughout the duration of the Agreement, are valid and authentic.
 - d) you act as the principal and sole beneficial owner of the Account, acting independently and not as an agent, trustee or representative of any other party;
 - e) neither the entry into this Agreement nor any of your dealings or Transactions with us will violate any law, rule or regulation applicable to you;
 - f) your Transactions are compatible with your personal needs and objectives, and you are financially able and willing to sustain losses up to the entire amount invested;
 - g) you are fully aware of the risks involved with Transactions in CFDs;
 - h) you are aware of any tax implications and/or reporting requirements that may apply in your jurisdiction; and
 - i) you will use the Services pursuant to this Agreement honestly, fairly and in good faith, and will not engage in any conduct deemed as either Market Abuse or Prohibited Trading Practice, including but not limited to exploiting erroneous or delayed Price Quotes, trading at manipulated prices, and employing electronic devices, malicious code, software or algorithms that may impact the operation of our Trading Platform.
- (2) You hereby represent and warrant that your decision to enter into this Agreement is voluntary, knowing and free from coercion and it is not based on any representation other than what is included herein.
- (3) By using our Trading Platform, you warrant and covenant that the funds you use for your Transactions:
 - a) belong to you and are free of any lien, charge, pledge or other encumbrance; and
 - b) are not the direct or indirect proceeds of any illegal act or omission, nor are the outcome of any activity that is unlawful or considered unlawful by any law, regulation or authority.
- (4) You further represent and warrant that you will not redistribute, transmit or commercially exploit any information concerning the Financial Instruments we offer, including but not limited to our Price Quotes and/or any other relevant data.
- (5) You agree that for the duration of this Agreement you will promptly notify us of any change to the details supplied by you on your Application Form and/or at a later stage, including in particular, moving to another country or territory or any change or anticipated change in your financial circumstances, tax residence, employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you. You further agree and warrant that, upon request, you will provide us with such information and/or documentation we may reasonably require to meet our contractual obligations and comply with any Applicable Laws and Regulations.

18. Our Rights

Pricing Errors

- (1) A Pricing Error is any error, omission, or misquote resulting in the incorrect pricing or any other term of a Contract offered through our Trading Platform. In deciding whether a Pricing Error has occurred, we will act reasonably and in good faith, taking into account any relevant information, including but not limited to the market conditions and the prevailing price quotes in the relevant Underlying Instrument at the time.
- (2) If a Transaction is based on a Pricing Error, we reserve the right to:
 - a) void the Transactions;
 - b) close any open Positions resulting from the Transaction; and
 - c) amend the opening pricing or any other relevant term of a Position, to reflect what we consider to have been correct and fair terms at the time the Position was opened, had there been no Pricing Error.
- (3) We will exercise our rights under clause 18.2 as soon as reasonably practicable after we become aware of the Pricing Error. We will endeavour to inform you before taking any action or, when not possible, promptly thereafter.

Events Outside Our Control – Force Majeure

- (4) You acknowledge and understand that unforeseeable events or exceptional market conditions that are outside our control ("**Force Majeure Event**") may prevent us from performing our obligations under this Agreement. A Force Majeure Event includes, but is not limited to, the following situations:
 - a) natural disasters such earthquakes, floods, hurricanes, tornadoes, fires and tsunamis;
 - b) war, acts of terrorism, civil unrest, riots, strikes, lock-outs and boycotts;
 - c) government actions, changes in the Applicable Laws and Regulations or changes in other acts or regulations of any governmental or supra national bodies or competent authorities, which may prevent or hinder the performance of our Services;
 - d) suspension or closure of any market, Exchange or suspension of trading in any Underlying Instrument upon which we derive our Prices, suspension and/or unavailability of pricing data by an Exchange or price feed provider;
 - e) failure of any credit institution, PSP, price feed provider or Exchange;
 - f) breakdown, failure or disruptions in our systems, technological equipment or infrastructure, including interruption of power supply and internet failure;
 - g) abnormal market conditions, characterized by significant volatility or instability which may hinder our ability to provide our Services in an orderly manner; and
 - h) any other unforeseeable event that is outside our control and may prevent or hinder the performance of our obligations under this Agreement.
- (5) Where we determine that a Force Majeure Event occurred or is about to occur, we may take one or more of the steps referred in Clause 18(6) with immediate effect. We shall exercise reasonable efforts to notify you in advance or as soon as reasonably practicable.

- (6) Upon the occurrence of a Force Majeure Event, we may, acting reasonably and without prejudice to any other right under this Agreement, or any other requirement of the Applicable Laws and Regulations taken one or more of the following steps:
- a) increase Margin Requirements in relation to both open Positions and new Transactions;
 - b) close all or any of your open Positions and/or cancel any pending Orders;
 - c) void any open Positions;
 - d) cease or suspend trading and/or refuse to accept or execute any Orders;
 - e) amend any part of this Agreement on the basis that it is no longer feasible for us to comply with it;
 - f) change our Prices and Spreads;
 - g) remove or temporarily suspend any product or change any Contract specifications;
 - h) suspend or restrict access to our Trading Platform;
 - i) restrict your Account to Close-Only;
 - j) reject or delay the processing of deposit and withdrawal requests from your Account;
 - k) take any other actions we deem reasonable to protect ourselves and our clients.

Events of Default

- (7) Each and any of the following shall constitute an Event of Default:
- a) your failure to make any payment when due under this Agreement, including but not limited to, any payment required to meet Margin Requirements;
 - b) your death or incapacity;
 - c) when you become unreachable or fail to respond to any communication from us within a reasonable timeframe;
 - d) you become insolvent or subject to any bankruptcy or insolvency proceedings;
 - e) persistent or repeated inappropriate behaviour, including use of offensive or insulting language against our employees;
 - f) any inaccuracy of any representation or warranty or any failure or breach of any covenant, obligation or condition contained in this Agreement;
 - g) we receive a claim and/or chargeback from your card issuer or any other payment method you used to fund your Account;
 - h) any other event or action for which is reasonable or appropriate to apply any the measures specified in clause 18(5) to protect ourselves, you or any of our clients.
- (8) If any Event of Default occurs, we may, at our reasonable discretion and without prejudice to any other rights we may have under this Agreement, take all or any of the following actions:
- a) Immediately require payment of any amount you owe us;
 - b) close all or any of your open Positions and cancel all or any of your Orders;
 - c) restrict or limit your access to the Trading Platform and/or suspend, either temporarily or permanently your Account or restrict your Account to Close-Only;
 - d) immediately terminate this Agreement, as per the provisions of Clause 21.

19. Indemnity

- (1) You shall indemnify us on demand against all liabilities, costs, expenses, damages (including reputational) and losses (including, but not limited to any direct, indirect or consequential losses), and all interest, penalties and professional costs and expenses (calculated on a full indemnity basis) incurred by us as a result of:
 - a) your breach or default in the discharge of your obligations pursuant to the Agreement;
 - b) the provision by you of any false or misleading information to us; and/or
 - c) the enforcement of the Agreement as a result of any action described in (a) or (b) above.

20. Limitation Of Liability

- (1) You acknowledge and understand that you are solely responsible for any trading or investment decisions you make and neither we nor our associates shall be responsible for determining the suitability of such Transactions.
- (2) We shall not be liable for any losses you incur unless they are directly caused by gross negligence, fraud or deliberate wrongdoing on our part. Moreover, we shall not be liable for any act taken to comply with our regulatory obligations or following the instructions of any competent authority.
- (3) Without prejudice to any other Terms and Conditions in this Agreement, we shall not be held liable and are released from all claims and losses arising out of:
 - a) any failure, hindrance or delay in performing our obligations under this Agreement arising directly or indirectly from Force Majeure Events;
 - b) any actions we may take subject to clauses 9 (Market Abuse and Prohibited Trading Practices), 18(2) (Pricing Error) and 18(4) to 18(5) (Events of Default);
 - c) any act or omission by any person obtaining access to your Account, whether or not you have authorised such access;
 - d) delay, failure or error by you in implementing any reasonable instruction we have provided to you;
 - e) inaccurate or incomplete instructions received by you;
 - f) any delay, unavailability or failure the Trading Platform, unless caused by our own negligence or deliberate wrongdoing;
 - g) any failure of your hardware, software, mobile device or failures in internet networks or any other means of communication;
 - h) any failure or delay in receiving communication from us that is beyond Mitrade's reasonable control;
 - i) any adverse tax implications resulting from your Transactions;
 - j) your reliance on, use of, or action based on any information, including but not limited to our Market Analysis Tools, market news and/or any other third party market data or market analysis;
 - k) your actions based on instructions, recommendations or advice by a third party, including but not limited to, trading signals, copy trading strategies and social media posts; and
- (4) Notwithstanding the abovementioned, we shall not be held liable for any loss of opportunity, loss of profit or any special or consequential damage arising under or in connection with this Agreement.

- (5) The limitations of liability under this Agreement, shall apply irrespective of whether we or any of our associates have been advised or should have been aware of the possibility of any such loss or damage.

21. Termination

- (1) This Agreement shall be valid for an indefinite time/ period until its termination from either the Company or you occurs.
- (2) You may terminate this Agreement at any time and for whatever reason through the Trading Platform or by giving us a written notice via email. Once we receive such notice, your Account will be closed as soon as reasonably practicable, provided that there are not any open Positions and/or pending Orders and any remaining Balance has been withdrawn. In case there are no outstanding obligations as mentioned herein, the contractual relationship shall cease, and all obligations of both parties shall be deemed discharged. By terminating this Agreement your access to the Trading Platform will cease and your Account will be closed.
- (3) Unless required by the Applicable Laws and Regulations, and in addition to any other rights specified in this Agreement, we may terminate this Agreement and consequently close your Account, at any time and for whatever reason by giving you a 14 days' written notice, except in the event of any of the provisions set out in Clause 21.4 below. This is in addition to any other rights to end this Agreement and/or close your Account which we may have.
- (4) We reserve the right to terminate this Agreement immediately, without prior notice, in the event of:
 - a) a breach of any part of the Agreement by you;
 - b) where we determine or reasonably believe, in our sole discretion, that you have engaged in Market Abuse or Prohibited Trading Practices;
 - c) where any legal proceedings are initiated involving both Parties and we consider in our sole discretion that it becomes impractical to maintain business dealings during this period;
 - d) when you are in breach of the Applicable Laws and Regulations and/or any other law, including, but not limited to anti-money laundering rules and regulations; and
 - e) any of the circumstances that shall constitute an "Event of Default" described herein in this Agreement.
- (5) We may terminate this Agreement, if your Account remains inactive for a period of 12 months.
- (6) Termination of the Agreement shall not imply that any of your responsibilities cease to exist. You will still be liable to pay us, and/or we will have the right to immediately deduct from your Account any amount due to us or any expenses incurred by us as a result of the termination, or any damage arisen after an arrangement or settlement.
- (7) Upon termination of the Agreement, we will transfer any amount available in your Account to you, except where we are prohibited to do so by Law or any authority.

22. Complaints

- (1) We have policies and procedures in place which enable us to deal promptly and fairly with customer complaints, in accordance with the Applicable Laws and Regulations.
- (2) If you are dissatisfied with our Services, you may first contact our Customer Support Department, who will make every effort to resolve the issue. Should the matter remain unresolved, you have the option to submit a formal complaint following the procedure outlined in our Complaints Handling Procedure, found on our website.
- (3) Upon receipt of a formal complaint, our Compliance Department will promptly investigate the issue and endeavour to resolve it within the time frame stipulated by the Applicable Regulations, which shall not exceed three (3) months from the submission of the complaint. Following the conclusion of the investigation, you will receive our final response detailing the investigation's outcome, along with any required explanations and proposed remedy measures.
- (4) If you remain dissatisfied with our final response, investigation or handling of your complaint you may refer the matter to the Financial Ombudsman of the Republic of Cyprus or to an Alternative Dispute Resolution mechanism.
- (5) Your right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

23. Electronic Communications

- (1) We may communicate with you via email, telephone or through messages and push notifications via the Trading Platform. We will use the contact details provided to us through the Application Form, during the account opening process. Should any of your contact details change, you shall notify us the soonest possible in order to update our records accordingly. It is your responsibility to ensure that at all times the communication details which we maintain for you, are correct and up to date. We will not be held liable for any direct or indirect loss caused as a result of your failure to provide us with correct and valid communication details or to keep us updated regarding any such changes in your communication details. Any communication sent by us to you is intended to be received solely by you and therefore, you are responsible for keeping any information we send you, as private and confidential.
- (2) All notifications to you including Account Statements or any notices related to changes in the way we provide our Services, including amendments to this Agreement or any other legal document, policy or disclosure, will be provided by means of electronic communication, such as email and/or through the Trading Platform. Subject to Applicable Laws and Regulations, certain legal documents and information, such as the Order Execution Policy and the Risk Disclosure Statement, may be provided by means of our website. **By entering into this Agreement, you agree to the provision of information and documents by electronic means or through our Website.**
- (3) It is your responsibility to ensure you have read all and any communication provided to you. You further

acknowledge and agree that we will not be liable for any loss or damage resulting from any failure or delay in receiving any communication from us that is beyond our reasonable control.

- (4) You may communicate with us through Live Chat or in writing at the email or address specified below:

Address: 79 Spyrou Kyprianou Avenue, MGO Protopapas Building, 1st floor, 3076, Limassol, Cyprus

Email: cs.eu@mitrade.com

We may act upon any communication received by you, and we shall not be liable for any loss suffered by you resulting from such communication.

- (5) All telephone and electronic communications between us will be recorded and a copy of any such telephone recording or electronic communications will be available to you on request. Moreover, we may provide copies of such recordings to competent authorities, upon their request, in order to comply with our regulatory obligations without your consent. Such records will be stored for as long as it is required under Applicable Laws and Regulations.

24. Acknowledgements

- (1) By validly executing an Account Application through our Website or App, you hereby acknowledge, consent and therefore agree to be bound by the Terms and Conditions outlined in this Agreement. In addition, you confirm that you have read and understood the content of the following policies and regulatory disclosures, which are always available on our Website:
- Complaints Handling Procedure;
 - Client Categorization Notice;
 - Investor Compensation Fund Notice;
 - Risk Disclosure Statement;
 - Order Execution Policy;
 - Conflicts of Interest Policy; and
 - Privacy Policy.
- (2) In addition to the above, you hereby confirm that prior accepting this Agreement, you have read and understood the information included in the Key Information Documents. The KID is a regulatory document that explains the nature, risks, costs and potential gains or losses when investing in our products. The KIDs for the different underlying assets of the CFDs we offer are available on our Website. You may also request to receive the KIDs on paper.
- (3) Except as otherwise provided in this Agreement, a person who is not a Party to the present Agreement shall not have any rights to enforce any term of this Agreement.
- (4) It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Instrument to which the CFD is referring to. You further acknowledge, recognize and understand that CFDs are high risk

instruments, suitable for speculative trading by investors who possess relevant knowledge and experience, and are both willing and capable to loss their invested capital.

- (5) CFDs are over the counter contracts entered between you and Mitrade. By entering into this Agreement, you understand and accept that your Orders will be executed outside of a Regulated Exchange, in accordance with our Order Execution Policy.
- (6) You further acknowledge and agree to provide us with any documentation and/or information that may be required by us, at any given time and without undue delay, to fulfil our obligations under this Agreement or to comply with the Applicable Laws and Regulations.

25. General Provisions

Absence of the Right to Withdraw

- (1) You understand and acknowledge that the price of our Contracts depends on the fluctuations in the financial market, which are outside of our control and therefore, you will not be entitled to withdraw from this Agreement, as per the provisions of the Distance Marketing of Financial Services to Consumers of 2004 Law (L.242 (I)/2004). Nevertheless, you may terminate this Agreement any time, by providing a written notice as per the provisions outlined under Clause 21 of this Agreement.

Severability

- (2) If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity of unenforceability will not affect the other provisions of the Agreement which shall remain in full force and effect.

Precedence

- (3) In the event of a conflict between any of the provisions of the documents which make up the Client Agreement, the terms of this Agreement shall prevail.

Waiver

- (4) No failure or delay by us to exercise any right or remedy provided under the Agreement or by Law shall constitute a waiver of that right or any other right or remedy, nor shall it prevent or restrict the further exercise of that right, or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that right, or any other right or remedy.
- (5) A provision of these Terms and Conditions, or right created under them, may not be waived or varied except in writing.

Amendments

- (8) The Company offers its services strictly under the Terms and Conditions contained herein, which are non-negotiable and may be amended at the Company's discretion at anytime. We may amend or replace any clause or part of the Agreement in whole or in part by giving you a written notice of the changes.
- (9) If you object to any change, you must inform us within 14 days from the date the notice was given to you. If

you do not do so, you will be deemed to have accepted the change(s). If you give us notice that you object, then the changes will not be binding on you. However, we may not be able to provide our Services to you and we may require you to close your Account as soon as reasonably practicable and/or restrict placing Orders and/or close your open Positions.

(10) Subject to Clause 24(9), the amendments or new terms made, will apply from the effective date, which will be stated within the notice provided to you.

Assignment

(6) You may not assign or otherwise transfer your rights or obligations under this Agreement or any transaction, without the express prior written consent of Mitrade.

Intellectual Property

(7) The Trading Platform, trade/brand names, logos, patents, character layouts, graphics, data names and/or trademarks (collectively the “**Intellectual Property**”) published on our Website belong to us or to third parties which have been authorised by us for its use on their websites, protected by international copyright and trademark laws.

(8) This Client Agreement only grants a right to use the Intellectual Property of the Company according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company’s Intellectual Property rights.

(9) Under no circumstances shall the Client remove any Intellectual Property and/or any other notices from any of the Company’s Website, Platform and/or App.

(10) The Client is permitted to store and print the information publicly available on the Website, including documents and policies. However, the Client is not permitted to alter, modify, publish, transmit, distribute, or otherwise reproduce or commercially exploit that information in whole or in part, in any format, without the Company’s express written consent.

(11) You shall refrain from providing or uploading content that is illegal or harmful or inappropriate to other Clients. Moreover, you will not cause or permit any actions that may endanger or damage any Intellectual Property belonging to us and/or engage in any other act that would be damaging and/or defamatory against us.

Entire Agreement

(12) All Services provided to you are subject to the Terms and Conditions contained herein in this Agreement.

Confidentiality

(13) Neither Party shall disclose any information relating to the business, investments or any other matters of a confidential nature of the other Party, which it may contain within the course of its duties or otherwise, except under the following circumstances:

- a) the information is publicly available;
- b) with the consent of the Party who provided the information;

- c) if allowed or required by relevant laws and regulations, or required by a competent authority;
- d) in connection with legal proceedings related to the present Agreement and related Terms and Conditions;
- e) on a group level for internal analysis, reporting or other legitimate business purposes; and
- f) to third parties of the Company when deemed necessary to perform its contractual obligations.

(14) By accepting this Agreement, you consent to the disclosure of information related to you, as may be required by the Applicable Laws and Regulations and/or competent authority. You authorise us to process and share information related to you with any third parties with whom we may cooperate and/or with our related entities, in accordance with our Privacy Policy.

(15) Our Prices and/or any Market Analysis Tools are strictly confidential and intended solely for your personal use and dealings with us. It is prohibited to share, publicly disclose, or utilize our Prices or Market Analysis Tools for commercial purposes.

Survival

(16) Clauses from the following sections, or any other clause that maybe required to give effect to the meaning of the Agreement, shall survive termination of the Agreement:

- a) Processing of Personal Data
- b) Representations, Warranties and Covenants
- c) Indemnity
- d) Limitation of Liability
- e) Termination
- f) General Provisions
- g) Governing Law and Jurisdiction.

26. Governing Law and Jurisdiction

- (1) The interpretation, construction, effect and enforceability of this Agreement are in all respects governed by and interpreted in accordance with the laws of the Republic of Cyprus, regardless of the residence of the Client, and therefore shall be subject to the exclusive jurisdiction of the Courts of the Republic of Cyprus.
- (2) Nothing contained under this Section shall, however, limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Annex 1 – Definitions And Interpretation

In this Agreement, unless a different intention is expressed herein, the following words shall have the corresponding meaning:

“Account” means your exclusive and unique CFD trading account opened with us under this Agreement;

“Account Application” means the completion and submission of the Application Form along with any necessary supporting documentation that may be required;

“Agreement” means the entire legal agreement between Mitrade and you which includes the present Client Agreement along with the Terms and Conditions, as amended from time to time and any subsequent Annexes added thereto, which together govern our relationship with you;

“App” means the Mitrade mobile or desktop application, which allows you to manage your Account and enter into Transactions with us;

“Applicable Laws and Regulations” means any applicable laws, rules and regulations of the Republic of Cyprus, the European Union and any other relevant jurisdiction or Exchange, as amended from time to time, and include without limitation:

- i. L. 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets
- ii. Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive
- iii. CySEC’s Directive DI87-01 for the Safeguarding of Financial Instruments and Funds belonging to Clients
- iv. The Market Abuse Law of 2016 (L. 102(I)/2016) and Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on Market Abuse
- v. The Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007 and as amended from time to time
- vi. Policies, directives, circulars, recommendations and guidance notes issued by the CySEC, the European Securities and Markets Authority (ESMA), the European Banking Authority (EBA), the Financial Actions Task Force (FATF) and any other relevant authority
- vii. Restrictive measures or sanctions imposed by the European Council, the Security Council of the United Nations, the Office of Foreign Assets Control (OFAC) of the US Department of Treasury, the Office of Financial Sanctions Implementation of the United Kingdom or any other relevant authority having jurisdiction to impose sanctions
- viii. All rules and regulations of any relevant Exchange.

“Application Form” means the form/questionnaire available on our Website or App which must be completed by you in order to apply for an account;

“Ask price” refers to the higher of the two prices we quote for each CFD, at which you have the option to buy the CFD;

“Available Balance” refers to the funds in your Account that are available for opening new Positions or withdrawals, calculated as Equity minus Margin;

“Balance” means the cleared funds available in your Account. It includes any funds deposited in your Account along with any realised profits from trading, minus any withdrawals, realised losses and any charges incurred;

“Base Currency” is the currency in which your Account is denominated;

“Bid price” refers to the lower of the two prices we quote for each CFD, at which you have the option to sell the CFD;

“Business Day” means any day from Monday to Friday excluding any bank holidays in Cyprus;

“Client” means a person to whom we provide services under this Agreement;

“Client Money” has the meaning given in Clause 10(1) and in CySEC’s Directive DI87-01 for the Safeguarding of Financial Instruments and Funds belonging to Clients;

“Close-Only” means that you will be able to close only existing Positions. The opening of new Positions will be restricted;

“Contracts for Differences” or “CFDs” are derivative financial products that are traded on margin. CFDs, which are traded off-exchange (or OTC), are agreements to exchange the difference in value of a particular instrument or currency between the time at which the agreement is entered into and the time at which it is closed. This allows the Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets;

“Contract” refers to a CFD;

“Corporate Action” has the meaning given in Clause 8(1);

“Credentials” means a unique email address or phone number and password used by you to access and use the Trading Platform;

“CRS” refers to the Common Reporting Standard for the automatic exchange of financial account information;

“CySEC” means the Cyprus Securities and Exchange Commission, which is our supervisory authority;

“Data Privacy Laws” means the applicable Cyprus and EEA data privacy laws including, but not limited to, the General Data Protection Regulation (GDPR) (EU) 2016/679, as amended from time to time;

“Demo Account” means a simulated trading account that allows you to practise trading financial instruments without risking real money;

“Equity” means the value of your Account after accounting any unrealised profits or losses and overnight fees;

“Event of Default” has the meaning given in clause 18(7);

“Exchange” means any exchange, regulated market, multilateral trading facility, organised trading facility or any other trading system through which Financial Instruments or their underlying assets are bought and sold;

“FATCA” refers to the Financial Account Tax Compliance Act of the US, which requires from financial institutions such as Mitrade to report on the assets held by their US account holders;

“Financial Instruments” refers to the CFDs offered through our Trading Platform;

“Force Majeure Event” has the meaning given in clause 18(4);

“Futures” refer to a future contract which gives the buyer the obligation to buy and the seller the obligation to sell a particular asset or security, at a predetermined price at a specified time in the future, unless such contract is terminated prior to expiration. Futures are standardised contracts trade on an Exchange;

“KIDs” means the Key Information Document prepared according to the requirements of Regulation (EU) No 1286/2014 of the European Parliament and of The Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) or packaged retail and insurance-based investment;

“Initial Margin” or “Margin Requirements” or “Margin” refers to the minimum amount of available funds required to open and maintain a Position;

“Leverage” is the practice of using Margin to increase potential returns (or losses) on an investment. Trading with leverage means that you can trade Contracts whose value is significantly higher than the amount invested, which serves as Margin. Leverage is expressed as a ratio or multiple, indicating how much a Transaction’s value is magnified as a result of the Margin held;

“Market Abuse” refers to insider trading, unlawful disclosure of insider information and market manipulation, as further defined in Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on Market Abuse;

“Market Analysis Tools” has the meaning given in clause 13(1);

“Margin Call Notification” has the meaning given in clause 7(4);

“Margin Close-Out Level” means the level at which we will automatically close-out one or more of your Position(s);

“Margin Level” means the ratio of Equity to Margin;

“Margin Ratio” is the percentage of a CFD’s notional value that is required as Margin;

“Orders” means a request or instruction given by you to execute a Transaction;

“Overnight Fee” has the meaning given in clause 12(3);

“Personal Data” has the meaning given to it under the Data Privacy Laws;

“Position” refers to an active Contract entered between you and us, subject to this Agreement, that has not been closed. You enter a Position when a Transaction to either buy or sell a CFD, which does not offset an existing Position, is executed;

“Price Quotes” or “our Prices” has the meaning given in clause 6(1);

“Pricing Error” has the meaning given in clause 18(1);

“Trading Platform” means the electronic proprietary trading platform of Mitrade, available to you through our App or Web Platform, which allows you to manage your Account and enter into Transactions with us;

“Prohibited Trading Practices” refers to the practices specified in clause 9(3);

“PSPs” has the meaning given in clause 10(8);

“Retail Client” means a natural person, as specified in the Client Categorisation Notice found on our Website;

“Services” has the meaning given in clause 2(1);

“Slippage” refers to the difference between the requested price of a Transaction and the actual price at which the trade is executed;

“Spread” means the difference between our Bid and Ask price for a given CFD;

“Trading Hours” refers to the hours set on our Trading Platform, during which you can trade a specific CFD;

“Terms and Conditions” means the terms contained herein and regulate our contractual relationship and obligations;

“Transaction” means any type of transaction subject to this Agreement, to either open, close or partially close a CFD position;

“Underlying Instrument” refers to the instrument, index, share, commodity, currency, crypto currency or any other instrument from which the price of the CFD derives;

“US Person” means a citizen (including dual citizen) or resident, including resident aliens of the United States;

The term US citizen means:

- An individual born either in the United States, Puerto Rico, Guam or the US Virgin Islands;
- An individual whose parent is a US citizen;
- A former alien who has been naturalised as a US citizen.

US resident alien is a person holding a Green Card or a person who satisfies the substantial presence test.

“Web Platform” means the online Trading Platform available on our Website; and

“Website” means www.mitrade.eu.



MITRADE EU LIMITED IS INCORPORATED IN THE REPUBLIC OF CYPRUS, WITH REGISTRATION NUMBER HE 420923 AND REGISTERED ADDRESS AT 79, SPYROU KYPRIANOU AVE., MGO PROTOPAPAS BUILDING, 1ST FLOOR, 3076, LIMASSOL, CYPRUS.

MITRADE EU LIMITED IS AN INVESTMENT FIRM, AUTHORISED AND REGULATED BY THE CYPRUS SECURITIES AND EXCHANGE COMMISSION (CIF NO.438/23).

JANUARY 2024
www.mitrade.eu