

NOEMON FINANCE LTD

CLIENT AGREEMENT

Version 2

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1. Introduction

- 1.1 Noemon Finance Limited is a private limited company incorporated in the Republic of Cyprus (Registration Number HE 427234), authorised and regulated by CySEC as a Cyprus Investment Firm (CIF) under licence number 449/24 (hereinafter the “Company”, “we”, or “us”). The Company is authorised to offer certain investment services under the Investment Services and Activities and Regulated Markets Law of 2017 (the “Law”) as in force from time to time.
- 1.2 This Agreement is entered into by and between the Company on the one part and any natural or legal person who has successfully completed the application to open a trading account with the Company and has been accepted by the Company as a client (hereinafter the “Client” or “you”) on the other part.
- 1.3 The Company will provide its services in accordance with these Terms and Conditions and the following legal documents as amended from time to time, and other important information and documents available on the Company’s website, collectively referred to as the “Client Agreement” or the “Agreement”:
- i. Client Categorisation Policy;
 - ii. Order and Best Execution Policy;
 - iii. Risk Disclosure Notice;
 - iv. Leverage and Margin Policy;
 - v. Conflicts of Interest Policy;
 - vi. Client Complaint Handling Policy and Procedure;
 - vii. Privacy Policy;
 - viii. Investor Compensation Fund Document.
- 1.4 You acknowledge and understand that, upon acceptance of your application to open a trading account with us, you and the Company shall be legally bound by the Client Agreement. Therefore, and before applying to open a trading account with us, you should carefully read the Client Agreement and all documents available on the Company’s website and ensure you understand and agree to them.

- 1.5 The Agreement supersedes any other agreements, arrangements, representations or statements, whether express or implied, oral or written, made by or on behalf of the Company.
- 1.6 Where the Agreement is not concluded on a face to face basis, but is instead concluded through our Website and/or Trading Platform and/or by written correspondence (including electronic mail), the Distance Marketing of Financial Services for Consumers Law 2004 (242(I)/2004) as amended from time to time, shall, inter alia, apply. In this regard, a physical signature of the Agreement shall not be required, and the Agreement shall be deemed valid and binding upon acceptance. The Client further agrees to the use of electronic communications for the purpose of entering into contracts and accepts the electronic delivery of notices, policies, transactions initiated or completed through our Website and/or the Trading Platform and/or other electronic means.
- 1.7 Unless otherwise agreed and/or accepted by the Company, you will, by default, be classified as a Retail Client.

2. Definitions and Interpretation

Abusive Trading means any trading activity or pattern of behaviour which, whether individually or in combination, is reasonably and in good faith considered by the Company, acting in accordance with Applicable Laws and Regulations, to undermine fair, orderly, or transparent trading, or to exploit the Company's systems, pricing, execution, or risk controls, including but not limited to market abuse, system exploitation, or regulatory breaches.

Account Opening Application Form means any application form or questionnaire, completed online or by other means and submitted to the Company for the purpose of applying for the Company's Services and the opening of a Client Account under this Agreement. Through the Account Opening Application Form, the Company collects, inter alia, information and documentation as required to identify and verify the identity of the applicant and any other relevant person in accordance with the applicable Anti-

Money Laundering and Counter Financing of Terrorism (AML/CFT) laws and regulations, assess the knowledge, experience and risk tolerance, as applicable, of the applicant or any other relevant person, as necessary to ensure compliance with applicable Rules and Regulations.

Affiliate means any entity which directly or indirectly controls, is controlled by, or is under common control with the Company. For the purposes of this definition, “control” means the power, whether by ownership, contract or otherwise, to direct, manage, or influence the affairs of the Company.

Agreement means this document titled “Client Agreement” together with all Legal Documents made available on the Company’s website as these may be amended, substituted, or supplemented from time to time.

Applicable Laws and Regulations means, but is not limited to, the Cyprus Investment Services and Activities and Regulated Markets Law of 2017 (87(I)/2017) as amended from time to time, the Markets in Financial Instruments Directive 2014/65/EU (“MiFID II”), the Markets in Financial Instruments Regulation (EU) No 600/2014 (“MiFIR”), any rules and regulations issued by CySEC as in force from time to time, and all other laws, regulations and regulatory requirements applicable to the Company from time to time.

Arbitrage means the practice of simultaneously buying and selling an asset to take advantage of a difference in price; Latency arbitrage is a form of arbitrage where the price difference exists only because of time delays (latency) rather than genuine market inefficiencies.

Authorised Representative means any natural person duly appointed by the Client in writing and accepted by the Company to act on the Client’s behalf in relation to the Client Trading Account and/or this Agreement, including the placement of Orders and the provision of instructions to the Company, to the extent expressly authorised by the Client and approved by the Company.

Business Day means any day, other than a Saturday or a Sunday or a public holiday in Cyprus.

Buy Limit is an instruction to buy a Financial Instrument at a price lower than the current market price, as specified by the Client.

Buy Stop is an instruction to buy a Financial Instrument when the market price reaches or rises above a preset level specified by the Client.

Contract for Difference (hereinafter “CFD”) means a derivative product that allows investors to gain exposure to the price movements of an underlying asset such as a share, index, commodity, or currency without owning the asset itself. A CFD may generate profits or losses depending on how the price of the underlying asset moves. Although the CFD price generally reflects the price of the underlying asset, this may not always be the case. When trading CFDs, you do not purchase or hold the underlying asset.

Corporate Action is a decision taken by a company that directly or indirectly affect its shareholders and stock price. Corporate Actions include, without limitation:

- Capital reorganisations, consolidations, conversions, subdivisions, reclassifications, or de-mergers;
- Issuance of new shares, capitalisation issues, rights issues, or bonus/share distributions to existing holders;
- Redemptions, takeovers, schemes of arrangement, or other changes in listing or delisting status;
- Share buybacks or other distributions of securities, rights, or warrants granting the right to receive or subscribe for additional shares, at any price, including below prevailing market price;
- Any other event affecting the rights of holders.

Financial Instruments means the financial instruments available for trading on the Website and/or the Trading Platform.

Force Majeure means any unforeseeable event beyond the control of the Company or market participants such as natural disasters, war, terrorism, pandemics, strikes, or government actions which may adversely affect the markets, the performance of financial instruments, or the ability to execute transactions. Such events may lead to significant delays, disruptions, or losses, and may prevent you from being able to manage or close positions as intended.

Leverage allows you to gain exposure to a larger position than your invested capital by using borrowed funds. Leverage acts as a multiplier for your deposit, giving them increased exposure to the market

Long Position means a buy position that appreciates in value if market prices increase.

Market abuse is any conduct prohibited under the EU Regulation 596/2014 (the “Market Abuse Regulation” or “MAR”), including any behaviour that undermines market integrity or investor confidence by creating false or misleading signals, distorting the price formation process, or taking unfair advantage of information asymmetries. Market abuse includes, but is not limited to insider dealing, the unlawful disclosure of inside information to third parties, market manipulation or attempted market manipulation.

Market manipulation is a form of market abuse, which involves artificially altering the supply and demand of a financial security to deceive other market participants.

Margin is the amount of money the client is required to deposit to open and maintain leveraged positions.

Open Position means a Long Position or Short Position that remains outstanding and has not been offset, closed, or settled and and therefore, remains subject to market movements, with the potential to generate a profit or incur a loss.

Order means the request/instruction given by the Client to the Company to Open or Close a Position in the Client’s Account.

Politically Exposed Person (hereinafter referred to as a “PEP”) means a natural person who is or who has been entrusted with prominent public functions in Cyprus or in another country, an immediate close relative of such person as well as a person known to be a close associate of such person. Prominent public function means any of the following public functions:

- a) heads of State, heads of government, ministers and deputy or assistant ministers;
- b) members of parliament or of similar legislative bodies;
- c) members of the governing bodies of political parties;
- d) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances;
- e) members of courts of auditors or of the boards of central banks;
- f) ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- g) members of the administrative, management or supervisory bodies of State-owned enterprises;
- h) directors, deputy directors and members of the Board or equivalent function of an international organisation;
- i) mayor.

No public function referred to in points (a) to (i) above shall be understood as covering middle-ranking or more junior officials.

Close relatives of a PEP includes the following natural persons:

- i. the spouse, or a person considered to be equivalent to a spouse, of a PEP;
- ii. the children and their spouses, or persons considered to be equivalent to a spouse, of a PEP;
- iii. the parents of a PEP.

Persons known to be close associates of a PEP means any natural person who:

- a. is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a PEP;

- b. has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a PEP.

Retail Client means a client who is neither a Professional Client nor an Eligible Counterparty. Retail Clients are afforded the highest level of investor protection under Applicable Laws and Regulations.

Short Position means a sell position that appreciates in value if market prices fall.

Services means the services which the Company is authorised to provide as listed in Clause 7 of this Agreement.

Stop Loss is an instruction to buy or sell a Financial Instrument when the price of that Financial Instrument reaches a preset level specified by the Client.

Take Profit is an instruction to close an Open Position automatically when the price of a Financial Instrument reaches a preset level specified by the Client, in order to secure profits.

Trading Account means the trading account which a Client opens with the Company for the purpose of trading in the financial instruments offered by the Company to which a unique account number is assigned by the Company and which includes, inter alia, all transactions, Open Positions or Orders, account balances, deposits and withdrawals of the Client.

Trading Platform means the online trading software, maintained by the Company together with any tools and features embedded therein, upgrades, bug fixes, updates and underlying code and technical facilities, which enables trading activity of the Client in Financial Instruments via the Client's Trading Account.

Sell Limit is an instruction to sell a Financial Instrument at a price higher than the current market price, as specified by the Client.

Sell Stop is an instruction to sell a Financial Instrument when the market price reaches or falls below a preset level specified by the Client.

Slippage means the difference between the price at which an Order is placed and the price at which the Order is executed, which may occur due to market volatility, rapid price movements, reduced liquidity, or delays in order transmission or execution.

Social Trading is a form of dealing that enables investors to copy and execute the strategies of their peers or more experienced traders; Copy Trading is a form of Social Trading where one trader's positions are copied by another trader's account when they are opened or closed.

Spread is the difference between the highest price that a buyer is willing to pay (the bid price) and the lowest price that a seller is willing to accept (the ask price).

Trailing Stop means a conditional Order that automatically adjusts as the market price moves in the Client's favour and is designed to limit losses or lock in profits by triggering an Order when the market price moves against the Client by a pre-defined amount or percentage.

Transaction means any type of transaction effected in the Client's Trading Account, including but not limited to the opening or closing of any position to buy or sell a Financial Instrument. Orders submitted by the Client may be executed through one or more Execution Venues or Liquidity Providers acting as principal, in accordance with the Company's Order and Best Execution Policy and Applicable Laws and Regulations.

Ultimate Beneficial Owner ("UBO") means any natural person who ultimately owns or controls a Client, directly or indirectly, including through any chain of ownership or control mechanisms. A UBO includes, but is not limited to:

- Any person who directly or indirectly holds more than 25% of the shares or voting rights of the Client; and
- Any person who otherwise exercises ultimate control over the Client, even if their

direct or indirect ownership is below 25% (e.g., through control of management, agreements, or other means).

Underlying Asset means the Financial Instrument, such as a stock, share, index, commodity, or currency, on which a derivative's price is based.

Website means the Company's website available at noemon.finance or such other website as the Company may maintain from time to time.

Working Hours means the Company's normal working hours i.e. between 9 a.m. and 5 p.m. (GMT+2), Monday to Friday, excluding public holidays in Cyprus.

3. Acceptance and Commencement

3.1 After the applicant has accepted the Company's Privacy Policy and has duly completed and submitted the Account Opening Application Form, together with all required Know-Your-Customer (KYC) documentation, and the Appropriateness Assessment and/or Suitability Assessment Questionnaire, as applicable, the Company shall inform the applicant whether they have been accepted as a Client of the Company. The Company is under no obligation (and may be unable under Applicable Laws and Regulations) to accept any person as a Client until all required information and documentation have been submitted and all checks and verifications have been satisfactorily completed.

3.2 The Company is required to collect all information and documentation necessary to identify and verify the identity of each person applying to open a Trading Account with us, as well as of each Authorised Representative and UBO, as applicable. Where applicable, the Client is required to provide full and accurate details of its UBO(s) and any persons exercising ultimate control over the Client, and to update the Company promptly of any changes thereto. The Company reserves the right, acting reasonably and in good faith and in accordance with Applicable Laws and Regulations, to decline any application for a Trading Account and shall not be obliged to provide any reason for such refusal.

- 3.3 The Company reserves the right, at any time prior to or during the establishment of a business relationship, to apply additional due diligence measures and to request such further information and/or documentation, as it may deem necessary in order to comply with its obligations under the AML/CFT laws and regulations as in force from time to time, any other laws and regulations applicable to the Company, or supervisory expectations. The Applicant or Client agrees to provide such additional information and/or documentation promptly.
- 3.4 The Agreement governs the rights and obligations of both the Company and the Client in relation to the trading activity of the Client with the Company and provides important information to Client(s) and potential Client(s) in accordance with Applicable Laws and Regulations.
- 3.5 By applying to open a Trading Account with us, you acknowledge, declare and confirm that you have read, understood and accepted this Agreement, together with any legal notices, statements, policies mentioned herein and any other document whatsoever available on the Website and/or the Trading Platform. If you have any questions or require assistance during the onboarding process, please contact us at onboarding@noemon.finance
- 3.6 The Agreement shall take effect and commence upon receipt of a confirmation by the Company that you have been accepted as the Company's Client. A business relationship will thereafter be established between the Company and the Client which shall be governed by the Agreement and any other policies, statements, or document whatsoever available on the Website and/or the Trading Platform. The Agreement shall remain in full force and effect until cancelled or terminated in line with the provisions of the Agreement.
- 3.7 You have the right to withdraw from this Agreement without giving any reason, by providing a written notice to the Company within fourteen (14) calendar days from the date of receipt of confirmation that your Trading Account has been opened, without giving any reason. If you exercise the right to withdraw, the Company will return to you any deposited funds, provided that you have not entered into any trades via the Trading Platform.

4. Client Categorisation

- 4.1 According to the Applicable Laws and Regulations, the Company shall classify each Client as a Retail Client, Professional Client, or Eligible Counterparty. The categorization of each Client determines the level of investor protection afforded to the Client under the applicable legislation.
- 4.2 The Company will categorise all its Clients as Retail Clients and shall notify each Client in writing of such categorisation.
- 4.3 Following a Client's categorisation by the Company in accordance with Clause 4.2 above, the Client has the right to request a different categorisation. Any such request shall be submitted to the Company in writing by completing and returning the Client Categorisation Request & Eligibility Form, which accompanies the Welcome Letter confirming your acceptance as a Client of the Company. By accepting this Agreement, the Client acknowledges and agrees to the application of this method.
- 4.4 The Company shall examine any requests for change of Client Categorisation submitted to it on the basis of the information provided to it by the Client. The Company will notify the Client in writing whether their request has been approved or not. The Company reserves the right to reject any request for a different categorisation where it determines that the Client does not meet the relevant criteria set out in the applicable legislation and the Company's Client Categorisation Policy available on the Company's website.
- 4.5 The Company reserves the right to review a Client's categorisation and amend it where it considers this necessary in accordance with the Applicable Laws and Regulations.
- 4.6 The Client shall promptly notify the Company in writing of any change in circumstances that may affect their Client categorisation.

5. Assessment of Appropriateness and Suitability

- 5.1 Before providing the services of Reception and Transmission and Execution of Client Orders, the Company is required under Applicable Laws and Regulations to collect information from potential clients regarding their knowledge and experience on the Service or Financial Instrument envisaged, to enable the Company to assess whether the said service or Financial Instrument is appropriate for the potential client. This information is provided to us by you during and as part of the procedure for opening a Trading Account with us.
- 5.2 Before providing the services of portfolio management or investment advice, the Company is required under Applicable Laws and Regulations to request information from potential clients regarding their knowledge and experience on the service or Financial Instrument requested, as well as their financial situation, including their ability to bear losses and their investment objectives including their risk tolerance, to enable the Company to assess whether the Service or Financial Instrument requested is suitable for them.
- 5.3 The Company reserves the right to refuse to provide its Services to any person if, in the Company's opinion, such Services are not appropriate or suitable for that person, taking into account their knowledge, experience, financial situation and investment objectives.
- 5.4 Where a potential client does not provide the information required to enable the Company to assess whether a requested service or financial instrument is appropriate or suitable for them, or provide insufficient information, the Company will warn the potential client that it is not in a position to determine whether the Service or product envisaged is appropriate or suitable for them.
- 5.5 The Company shall assume that any information provided by a potential client regarding their knowledge and experience, financial positions and investment objectives is true, accurate and complete. The Company shall not be responsible for any consequences arising from information that is later found to be incomplete

and/or misleading and/or inaccurate. The Company shall be deemed to have fulfilled its obligations under this Agreement and the Applicable Laws and Regulations, unless the potential client has notified the Company in writing of any changes to the information previously provided.

6. Product Governance

- 6.1 In accordance with Applicable Laws and Regulations, the Company determines the target market for each Financial Instrument it offers, taking into account the knowledge and experience, financial situation, risk tolerance, investment objectives, and, where applicable, sustainability preferences of its Clients.
- 6.2 As part of the Account Opening process and on an ongoing basis where required, you are requested to provide accurate and complete information regarding your knowledge, experience, financial situation, investment objectives, and sustainability preferences. This information enables the Company to assess whether a Financial Instrument or Service is compatible with your profile.
- 6.3 Where you fall outside the positive target market, or within the negative target market, for a particular Financial Instrument, the Company may restrict, limit, or refuse access to such Financial Instrument, in accordance with Applicable Laws and Regulations.
- 6.4 You acknowledge that the accuracy and completeness of the information provided by you are essential for the Company to comply with its legal and regulatory obligations. Where you provide inaccurate, misleading, or incomplete information, the Company's ability to assess appropriateness, suitability, or target market compatibility may be adversely affected, which may result in you being permitted to enter into transactions in Financial Instruments that are not appropriate or suitable for your profile, thereby exposing you to risks beyond your capacity, experience, or financial situation.
- 6.5 The Company monitors, on an ongoing basis, whether the Financial Instruments distributed to Clients remain compatible with the identified target market and may

take appropriate remedial actions, including restricting access to certain Financial Instruments, where required under Applicable Laws and Regulations.

6.6 You acknowledge and understand that certain Financial Instruments offered by the Company may take into account Environmental, Social, and Governance (ESG) factors and sustainability considerations, in accordance with applicable MiFID II sustainability requirements. Where relevant, the Company will provide information regarding ESG characteristics, objectives, or sustainability risks associated with such Financial Instruments through its Website or other durable media. You agree to review such information prior to entering into any Transaction and acknowledge that the extent and nature of ESG-related disclosures may vary depending on the Financial Instrument.

7. Services

7.1 The Company is authorised to provide the following Services:

Investment Services:

- i. Reception and transmission of orders in relation to one or more Financial Instruments;
- ii. Execution of orders on behalf of clients;
- iii. Dealing on Own Account;
- iv. Portfolio Management;
- v. Provision of Investment Advice.

Ancillary Services:

- i. Safekeeping and administration of financial instruments, including custodianship and related services;
- ii. Foreign exchange services where these are connected to the provision of investment services.

7.2 The Company offers its Services in relation to various Financial Instruments,

including CFDs. The Company reserves the right to restrict a Client's trading to one or more selected Financial Instruments and to offer CFDs on any Underlying Asset at its discretion.

- 7.3 The Company does not have any obligation to provide to Clients any legal, tax or other advice relating to any Transaction. The Client is advised to obtain independent professional advice before entering into a Transaction.
- 7.4 Each Client is permitted to maintain only one (1) Trading Account in their name. Trading under multiple accounts that have been created under multiple email addresses and/or mobile phone numbers by the same Client is prohibited. The Company reserves the right, acting reasonably and in good faith and in accordance with Applicable Laws and Regulations, to limit the number of Trading Accounts held by any person or within a single household. The Company may, without prior notice, close any multiple Trading Accounts and/or any Open Positions and return available funds/deposits to the original funding method (e.g. credit card, bank account) initially used to fund the Trading Accounts.
- 7.5 When providing its Services, the Company shall act in the best interests of its Clients in accordance with its Order and Best Execution Policy available on the Website.

8. Access Codes and Security

- 8.1 Upon notification by the Company that you have been accepted as its Client, you will be provided with a Client Account Number and one or more access codes, passwords, or other identification credentials (collectively, the "Access Codes") enabling access to your Trading Account and the Company's Services. You shall keep your Client Account Number and Access Codes confidential and shall not disclose them to any third party. You shall take all reasonable steps to safeguard your Access Codes and any other information relating to your Trading Account, including, without limitation, by using secure devices, refraining from sharing credentials via email or messaging applications, and ensuring that your login

details are entered only through the Trading Platform.

- 8.2 The Client is responsible for all instructions, orders, and transactions executed through the use of their Access Codes, whether or not authorised by the Client, unless it is demonstrated that such use resulted from the Company's negligence, or breach of this Agreement.
- 8.3 The Client shall ensure at all times that the devices through which they access the Trading Platform and/or the Website are not left unattended nor they are used for carrying out trading activities by any unauthorised person.
- 8.4 The Client shall notify the Company in writing immediately upon becoming aware, or having reasonable grounds to suspect, that their Access Codes have been lost, stolen, misused, or otherwise compromised. Upon becoming aware of any actual or suspected compromise of Access Codes, the Company, may, at its discretion, temporarily suspend or restrict access to the Trading Account in order to prevent further unauthorised activity and may issue replacement Access Codes.
- 8.5 The Company reserves the right to change, suspend, or deactivate Access Codes at any time for security reasons or in order to comply with applicable laws, regulations, or regulatory requirements.
- 8.6 The Client acknowledges that the Company shall not be liable for any losses arising from unauthorised access by third parties to information, including personal data, electronic communications, Access Codes, or the Client Account Number, transmitted via the internet, electronic networks, postal services, or other means, except where such losses are caused by the Company's negligence or breach of this Agreement.

9. Use of Trading Platform

- 9.1 Subject to the Client fulfilling their obligations under the Agreement, the Company grants the Client a limited, non-transferable, non-exclusive and recoverable right to access and use the Trading Platform (including the use of the Website and any

associated downloadable software available from time to time) for the purpose of executing Transactions in Financial Instruments in accordance with this Agreement and Applicable Laws and Regulations.

- 9.2 The Client is solely responsible for providing and maintaining compatible equipment, internet access, telephone lines, or any other means necessary to access and use the Trading Platform. Internet connectivity is essential for the use of the Trading Platform and all costs related to such connectivity are the responsibility of the Client.
- 9.3 The Client acknowledges that the Company shall not be liable for any network, power, system or technical failures, delays, disruptions, or connectivity issues that may arise while using the Trading Platform, except where such failures are a result of the Company's negligence or breach of this Agreement.
- 9.4 The Client represents and warrants that they have installed and implemented appropriate security measures on their personal computer or other devices used to access the Trading Platform, including protection against computer viruses or any other harmful, inappropriate, or malicious materials that could compromise the Company's systems or the integrity of the Trading Platform.
- 9.5 The Client acknowledges that the Company is not liable for any loss, damage, or corruption of the Client's devices, records, data, or information, including delays, errors, or failures arising from the Client's hardware, software, or mismanagement.
- 9.6 The Client undertakes not to transmit any viruses, malware, or harmful materials to the Trading Platform or Company network. The Client agrees to indemnify and hold the Company harmless from any losses, costs, or damages incurred as a result of such transmissions.
- 9.7 The Company will take all reasonable steps to prevent the occurrence of any viruses, worms, Trojan horses, software bombs, or other malicious software into the Trading Platform or any software provided by the Company or third parties to enable your use of the Trading Platform. However, the Company shall not be liable

for any such malicious software that may enter the Trading Platform or associated software.

- 9.8 In the event of internet, power, or other technical failures preventing access to the Trading Platform, the Client may contact the Trading Department of the Company at +357 22774491 to provide verbal instructions. The Company reserves the right to refuse verbal instructions where identification of the Client is not possible or where recording systems are unavailable, and may request instructions via other methods, including email.
- 9.9 The Client acknowledges that the Company is not obliged to execute any orders transmitted via electronic means other than those expressly permitted (Trading Platform, Website, telephone, email). The Company shall not be liable for any losses, damages, or expenses arising from its refusal to act on orders transmitted through unauthorised channels.
- 9.10 The Client is fully responsible for all acts, omissions, and trades executed through their Trading Account. Orders placed using the Client's Access Data shall be binding. If the Client suspects that their Access Data has been compromised, they must immediately notify the Company in writing.
- 9.11 The Company may perform regular technical maintenance to ensure the proper functioning of the Trading Platform, typically on weekends. Urgent maintenance due to technical errors or malfunctions may be performed without prior notice. The Company shall not be liable for any loss or damage arising from such maintenance.
- 9.12 The Company shall not be liable for transmission errors, technical faults, system malfunctions, illegal interference, network overloads, malicious blocking, internet outages, power cuts, or other connectivity issues, nor for any resulting losses to the Client.
- 9.13 The Client acknowledges that access to the Trading Platform may be temporarily

limited or unavailable due to system errors, maintenance, network issues, or security concerns. The Company reserves the right to suspend access without prior notice when necessary or advisable to protect the Client or the integrity of the Trading Platform.

10. Intellectual Property

10.1 The Trading Platform, including all software, copyrights, trademarks, patents, service marks, trade names, logos, icons, graphics, layouts, buttons, color schemes, characters, trade secrets, and other intellectual property (collectively, “IP”), are the sole and exclusive property of the Company or its licensors and are protected under local and international intellectual property laws and treaties. When using the Trading Platform, the Client is granted a limited, non-exclusive, non-transferable, and revocable right to access and use the Trading Platform strictly in accordance with the terms of this Agreement. Nothing in this Agreement shall be construed as a transfer or waiver of any IP rights of the Company or third parties.

10.2 The Client shall not, under any circumstances:

- a) Remove, obscure, or alter any copyright, trademark, or other proprietary notices from the Trading Platform, Website, or any materials provided by the Company;
- b) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software provided by the Company;
- c) Copy, reproduce, distribute, publish, transmit, display, modify, commercially exploit, or create derivative works from any content, materials, or images provided by the Company, except as expressly permitted under this Agreement;
- d) Use the Trading Platform or the Website for the benefit of any third party, or on behalf of any person other than the Client, without the Company’s prior written consent;

10.3 The Client may download, print, and store information made available through the Trading Platform or Website, including documents, policies, text, graphics, video, audio, software, user interface design, or logos, for personal and non-commercial use only. Any other use, including commercial exploitation or redistribution to third parties, is strictly prohibited;

10.4 The Client acknowledges that any breach of this Clause may result in the Company taking legal action, including without limitation claims for damages, injunctive relief, suspension or termination of the Client's access to the Trading Platform and Services.

11. Prohibited Actions

11.1 The Client shall not engage in any action or omission in relation to the Company's systems, Trading Platform, Website, or their Trading Account that may compromise their security, integrity, availability, or lawful operation (the "Prohibited Actions").

Prohibited Actions include, but are not limited to:

- a) The use, without the Company's prior written consent, of any software, algorithm, application, or system employing artificial intelligence, automated decision-making, high-frequency trading, or similar analytical or execution techniques, where such use is not expressly permitted by the Company;
- b) Intercepting, monitoring, accessing, or modifying any communications or data not lawfully intended for the Client;
- c) Introducing, transmitting, or using any virus, worm, Trojan horse, logic bomb, time bomb, malware, or any other code or instruction designed to disrupt, damage, interfere with, gain unauthorised access to, or adversely affect the Company's systems, Trading Platform, or data;
- d) Sending or transmitting any unsolicited or unauthorised commercial

communications, including spam;

- e) Any action that may compromise, impair, or violate the integrity, security, or proper functioning of the Company's systems or Trading Platform;
- f) Causing, or attempting to cause, the Company's systems, Website, or Trading Platform to malfunction, become unavailable, or cease operation, whether intentionally or negligently;
- g) Unlawful access or attempted access to the Company's systems, including attempting to reverse engineer, bypass, disable, or otherwise circumvent any security, authentication, or access control measures;
- h) Any act or omission that could reasonably result in unauthorised, irregular, or improper access to, or use of, the Trading Platform or Trading Account;
- i) Submitting excessive, automated, or abusive requests to the Company's servers which may result in delays, disruptions, or degradation of execution or system performance;
- j) Engaging in Abusive Trading, including but not limited to latency arbitrage, market manipulation, system exploitation, or any trading activity that is contrary to applicable laws, regulations, or the Company's execution and risk management policies.

11.2 Where the Company reasonably suspects that the Client has engaged in any Prohibited Action, the Company shall be entitled to take one or more of the measures set out in Clause 16.2 hereof, in a proportionate manner and in accordance with applicable laws and regulatory obligations.

11.3 The Client acknowledges and agrees that they shall not copy, interfere with, manipulate, or otherwise misuse the Trading Platform or any of its components, nor exploit any system latency, error, or technical vulnerability for unlawful or unfair gain, or engage in any illegal or improper practices.

11.4 The Client acknowledges that access to the Trading Platform may be restricted, limited, or temporarily suspended where this is necessary to prevent, investigate, or mitigate the effects of Prohibited Actions, or to ensure the security and integrity of the Trading Platform.

12. Order Placement and Execution

12.1 The Client may submit Orders to the Company through the Trading Platform or by such other means as the Company may make available from time to time, including through telephone by calling at +357 22774491 or by sending an email to dealing@noemon.finance

12.2 The Company may, acting reasonably and in good faith and in accordance with Applicable Laws and Regulations, accept or reject any Order, in whole or in part. An Order shall not be deemed accepted until it is executed or confirmed by the Company.

12.3 The Company may execute Orders on regulated markets, Multilateral Trading Facilities (MTFs), Organised Trading Facilities (OTFs), or through one or more liquidity providers or other execution venues. Execution may take place on an over-the-counter (OTC) basis. The selection of execution venues is made in accordance with the Company's Order and Best Execution Policy.

12.4 The Company shall take all sufficient steps to obtain the best possible result for the Client when executing Orders, taking into account price, costs, speed, likelihood of execution and settlement, size, nature, and any other relevant considerations, in accordance with its Order and Best Execution Policy. The obligation to seek best execution applies whether the Company executes Orders on a principal basis or otherwise.

12.5 Where the Client provides specific instructions regarding the execution of an Order, the Company shall execute the Order in accordance with such instructions to the extent permitted by Applicable Laws and Regulations. The

Client acknowledges that providing specific instructions may prevent the Company from taking the steps designed to achieve the best possible result for the Client.

12.6 By submitting Orders under this Agreement, the Client acknowledges that Transactions may be executed on a principal basis, that the Company may act as counterparty, and that execution may take place outside regulated markets, in accordance with the Company's policies and Applicable Laws and Regulations.

12.7 The Company shall publish, on an annual basis, information relating to the identity and quality of the Execution Venues used for the execution of Client Orders. Such information shall be included in, or made available through, the Company's Order Execution and Best Execution Policy, available on the Website. The Company reserves the right to amend or update its Execution Venues from time to time. The Execution Venues used by the Company shall at all times be disclosed in the Order and Best Execution Policy available on the Website.

12.8 The Company accepts orders placed via telephone or email during its normal trading hours. Orders received outside normal trading hours will be treated as received at the start of the next Business Day. The Company will take all reasonable steps to execute orders promptly and in accordance with the Client's instructions and the Company's Order and Best Execution Policy. The Company is not responsible for any loss, delay, or damage caused by:

- Orders placed outside normal trading hours;
- Delays or failures in communication systems or networks.

If executing an order on the next Business Day would prevent adherence to the Company's Order and Best Execution Policy, the Company will notify the Client and confirm their instructions before proceeding. All telephone orders will be recorded.

12.9 The Company shall use reasonable efforts to transmit and/or execute the

Client's Orders. However, transmission or execution of an Order may not be possible in certain circumstances due to factors beyond the Company's control, including but not limited to market conditions, system failures, or third-party interruptions.

- 12.10 The Company provides its Retail and Professional Clients with price quotes that are available on the Trading Platform to be used for their Transactions with an initial amount that should not exceed the maximum leverage amount set out in the Company's Margin and Leverage Policy available on the Website and which forms part of this Agreement.
- 12.11 Initial Margin is required in order to open a CFD. Where a Retail Client's total margin level falls below 50% of the margin required to maintain the Client's open positions, the Company shall automatically close one or more open positions at the prevailing market price in order to restore the margin level ("Margin Close-Out").
- 12.12 The Margin Close-Out rule shall apply to all Open Positions, including positions protected by a Stop Loss Order or limited risk protection. Any Pending Orders shall also be subject to the 50% Margin Close-Out rule and may be cancelled or executed accordingly. Information regarding the closure of any position due to Margin Close-Out shall be recorded and made available in the Client's Trading Account activity log.
- 12.13 Orders may not be amended or cancelled once they have been executed in the market. Stop Loss and Take Profit Orders may be amended after execution of the underlying trade, provided that the amended level complies with the minimum distance requirements applicable to the relevant Financial Instrument.
- 12.14 Pending Orders may be amended, deleted, or cancelled prior to execution, provided they are not designated as "Good Till Cancelled" (GTC). The expiry date of Pending Orders may be amended prior to execution.
- 12.15 Transactions, whether opening or closing a position, are executed at the Bid or

Ask prices quoted on the Trading Platform. The Client selects the intended transaction and submits a request for execution based on the prices displayed at that time. Due to market volatility, prices may change between the submission of the order and its confirmation. In such circumstances, the requested transaction may no longer be available at the original price and the Client may be required to resubmit the order at the updated price.

12.16 The Client may submit only the following types of trading orders:

- a) Orders to open a position;
- b) Orders to close an open position;
- c) Orders to place, amend, or remove Stop Loss, Take Profit, including but not limited to Buy Limit, Buy Stop, Sell Limit, and Sell Stop Orders.

Any other order types shall not be accepted and may be automatically rejected by the Trading Platform.

12.17 The Company shall not be liable for any delays, errors, or failures in the transmission of Orders that occurred due to technical issues, including but not limited to computer, internet, or communication system failures beyond the Company's reasonable control.

12.18 Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop Orders shall be triggered upon the first touch of the price level specified by the Client. The Company reserves the right not to execute, amend, or to reverse the execution price of any Transaction where execution has been affected by a technical malfunction of the Trading Platform, price feed errors, or any other technical failure.

12.19 Under certain market conditions, it may not be possible to execute an Order at the price specified by the Client. In such circumstances, the Company reserves the right to execute the Order at the next best available market price. Such conditions may include, but are not limited to:

- a) Periods of rapid price movement or extreme volatility;
- b) Market opening or closing times;

- c) Suspension or restriction of trading by the relevant exchange;
- d) Publication of significant economic or market news;
- e) Price gaps, including those occurring after weekends or public holidays.

12.20 Where the Client is a legal person, is obliged to obtain a Legal Entity Identifier (“LEI”) from an appropriate authority duly licensed to provide LEIs. The Company reserves the right, and may be required under Applicable Laws and Regulations, to refuse the execution of any Transaction on behalf of a legal person that does not possess a valid LEI.

13. Refusal to execute Client’s Orders

13.1 Without prejudice to any other provisions of this Agreement, and in accordance with Applicable Laws and Regulations, the Company reserves the right, acting reasonably and in good faith, to restrict or suspend the Client’s trading activity, cancel or reject any Order, or refuse to execute any Order submitted by the Client, without prior notice, in any of the following circumstances:

- a) where there is a failure, interruption, or malfunction of internet connectivity, communication systems, or the Trading Platform, whether affecting the Client, the Company, or any third-party service provider;
- b) where such action is required or requested by any competent regulatory, supervisory, judicial, law enforcement authority, or pursuant to any applicable law, regulation, directive, or court order;
- c) where the Company has reasonable grounds to suspect that the Order is unlawful, fraudulent, abusive, manipulative, or otherwise not in compliance with Applicable Laws and Regulations or this Agreement;
- d) where a Force Majeure Event occurs or is reasonably anticipated;
- e) where an Event of Default by the Client has occurred or is reasonably believed to have occurred; or
- f) where the Company has provided notice of termination of this Agreement as provided for herein.

13.2 In exercising its rights under this Clause, the Company shall act honestly, fairly,

and professionally in the best interests of the Client and the Applicable Laws and Regulations. Subject to Applicable Laws and Regulations, the Company shall not be liable for any loss or damage suffered by the Client as a result of actions taken in good faith pursuant to this Clause.

14. Portfolio Management Services

- 14.1 When providing Portfolio Management Services, and subject to the Investment Policy Statement, the selected Portfolio Management Strategy, and Applicable Laws and Regulations, the Company shall have discretionary authority to manage the Client's Portfolio without prior consultation in respect of each Transaction.
- 14.2 When providing Portfolio Management Services, and subject to the Investment Policy Statement, the selected Portfolio Management Strategy, and Applicable Laws and Regulations, the Company shall be authorised to exercise discretion on behalf of the Client, without prior consultation on each transaction, to:
- a) effect foreign exchange transactions;
 - b) receive and credit dividends, interest, coupons, or other income;
 - c) exercise rights attached to Financial Instruments;
 - d) enter into contracts or arrangements incidental to Portfolio Management;
 - e) use derivatives for hedging, efficient portfolio management, or return enhancement where permitted.
- 14.3 In providing Portfolio Management Services, the Company shall act honestly, fairly, and professionally, in accordance with the best interests of the Client, and shall seek best execution when executing Transactions on the Client's behalf in line with the Company's Order and Best Execution Policy and Applicable Laws and Regulations.
- 14.4 The Company may offer one or more Portfolio Management Strategies, each with defined investment objectives, risk profiles, costs, and operational

characteristics. Prior to selection, the Client shall be provided with adequate information regarding the relevant Strategy. By selecting a Portfolio Management Strategy, the Client acknowledges and agrees to be bound by the terms, fees, procedures, and valuation methodology applicable to that Strategy.

- 14.5 The Company shall manage the Portfolio by reference to the Client's Investment Policy Statement, which reflects the Client's investment objectives, risk tolerance, financial situation, and any applicable restrictions, and shall review such information in accordance with Applicable Laws and Regulations.
- 14.6 The types of Financial Instruments eligible for inclusion in the Portfolio, the permitted Transactions, and any applicable limits or restrictions shall be set out in the Investment Policy Statement and/or the selected Portfolio Management Strategy.
- 14.7 The Client shall promptly inform the Company of any material change in their financial circumstances, investment objectives, or risk tolerance. The Company may assess whether such changes require an amendment to the Investment Policy Statement or Strategy and shall notify the Client accordingly.
- 14.8 The Client acknowledges that the provision of specific instructions may limit the Company's ability to exercise discretion or achieve best execution and that, where such instructions are accepted, the Company's obligations shall be fulfilled to the extent permitted by Applicable Laws and Regulations.
- 14.9 The Investment Policy Statement may be amended or replaced only by mutual written agreement between the Parties. Any amended Investment Policy Statement shall supersede the previous version from its effective date.
- 14.10 Where a change to the Client's objectives, restrictions, or Investment Policy Statement necessitates a change to the Portfolio Management Strategy, such change shall be subject to the Client's consent, the Company's approval, and acceptance of any applicable revised fees, costs, or procedures, in accordance

with Applicable Laws and Regulations.

14.11 Any transfer of funds for the purposes of Portfolio Management shall be carried out in accordance with the Company's internal procedures, safeguarding requirements, and Applicable Laws and Regulations.

15. Reporting and Disclosures

15.1 Where the Company provides Execution Only Services, the Company shall provide the Client with transaction confirmations and periodic reporting in accordance with Applicable Laws and Regulations.

15.2 Where the Company provides Execution Only Services and unless the Client has elected to receive immediate transaction confirmations on a transaction by transaction basis in a Durable Medium, the Company shall include in the periodic Reports the relevant details of each Transaction executed on behalf of the Client during the reporting period. Reports for each Transaction executed during the reporting period shall be sent to the Client in a Durable Medium within ten (10) Business Days from the end of each quarter or from the date of receipt by the Company of the Client's written notice with a request for the provision of such a Report. The Client is entitled to make reasonable written objections to a Report within five (5) Business Days from the date the Report is received by the Client. If the Client expresses no objections during this period, the Report is considered as approved by the Client and deemed to be conclusive and binding on the Client. The Parties agree that reasonable objections can be made by the Client only in relation to the Company's actions which deviate from this Agreement.

15.3 Where the Company provides Execution Only Services, it shall provide the Client with Reports that include the following information for each executed Transaction:

- a) the trading date;
- b) the trading time;

- c) the type of Transaction;
 - d) the execution venue;
 - e) the identification of the Financial Instrument;
 - f) the buy/sell indicator;
 - g) the nature of the Transaction where other than buy or sell;
 - h) the quantity;
 - i) the unit price;
 - j) the total consideration;
 - k) the total commissions, fees, and expenses;
 - l) any additional information required under Applicable Laws and Regulations.
- 15.4 Where required under Applicable Laws and Regulations, the Company shall report the relevant details of Transactions executed on behalf of the Client to CySEC as soon as practicable and, in any event, no later than the close of the Business Day following execution of the Transaction, or within such other timeframe as may be prescribed by Applicable Laws and Regulations.
- 15.5 When providing Portfolio Management Services, the Company shall provide the Client with periodic portfolio statements and reports as agreed with the Client and in accordance with Applicable Rules and Regulations. Written periodic Portfolio Reports shall be provided to the Client in a Durable Medium within ten (10) Business Days following the end of the relevant calendar quarter, or within ten (10) Business Days from the date of receipt of the Client's written request, as applicable.
- 15.6 Where the Company provides the Client with access to an online system that allows up-to-date portfolio valuations to be viewed in accordance with Applicable Laws and Regulations, Portfolio Reports shall be provided at least quarterly, unless a different frequency is required by Applicable Laws and Regulations or requested by the Client and agreed by the Company.
- 15.7 Portfolio Reports shall provide a fair, clear, and balanced review of the activities

undertaken and the performance of the Client's Portfolio during the relevant reporting period and shall include, as applicable:

- a) the reporting period covered;
- b) the Company's name;
- c) the Client's full name (for natural persons) or registered name or designation (for legal persons);
- d) a statement of the contents and valuation of the Portfolio, including:
 - Details of each Financial Instrument held;
 - Market value, or fair value where market value is unavailable;
 - Cash balances at the beginning and end of the reporting period;
 - Overall Portfolio performance during the period;
 - The total fees and charges incurred during the reporting period, itemised to include at least management fees and execution-related costs, together with a statement that a more detailed breakdown may be provided upon request;
 - a comparison between the Portfolio's performance and the agreed investment performance benchmark (if any);
 - the total amount of dividends, interest, and other income received during the reporting period;
 - information regarding corporate actions or other events affecting rights attached to Financial Instruments held in the Portfolio.

15.8 When providing Portfolio Management Services, the Company shall provide the Client with adequate and appropriate reporting in respect of the Client's Transactions and/or Portfolio, as applicable, in accordance with Applicable Laws and Regulations.

15.9 The Client shall provide the Company with accurate and up-to-date postal and electronic contact details and shall promptly notify the Company of any changes thereto. Any Reports, confirmations, or other communications sent by post, electronically, or otherwise to the most recent contact details provided by the Client shall be deemed received by the Client at the time of dispatch.

15.10 The Client may submit reasonable written objections to a Portfolio Report within five (5) Business Days from the date of receipt. In the absence of any such objection within this period, the Report shall be deemed accepted, conclusive, and binding on the Client. The Client acknowledges and understands that objections to a Report may be raised only in respect of matters where the Company has acted in a manner inconsistent with this Agreement or the Applicable Laws and Regulations.

16. Events of Default

16.1 Each of the following shall constitute an Event of Default:

- a) The Client fails to perform any obligation due to the Company under this Agreement;
- b) If the Client:
 - i. Is an individual and a bankruptcy, insolvency, or similar proceeding is initiated under the Cyprus Bankruptcy Act or any equivalent legislation in another jurisdiction;
 - ii. is a partnership and any proceeding from those mentioned under point i. above, affects one or more partners;
 - iii. is a legal entity and a receiver, trustee, administrative receiver, or similar officer is appointed, or the Client makes an arrangement, composition, or similar agreement with their creditors;
- c) The Client is unable to pay their debts as they fall due;
- d) Any representation or warranty made by the Client under this Agreement, is or becomes untrue;
- e) The Client is an individual who dies, is declared absent, or is determined to be of unsound mind;
- f) The Company reasonably believes that the Client's conduct may expose the Company to fraud, illegal activity, or a breach of Applicable Laws and Regulations, or otherwise place the Company at regulatory, legal, or reputational risk, regardless of whether the Client is directly responsible;

- g) The Company reasonably believes that the Client has materially violated applicable legislation in Cyprus or in any other jurisdiction relevant to the Client or the Client's trading activities;
- h) The Company reasonably suspects that the Client is engaged in money laundering, terrorist financing, card fraud, or any other criminal activity;
- i) The Company reasonably suspects that the Client has performed any prohibited action under clause 11.1 of this Agreement;
- j) The Company reasonably suspects that the Client opened the Client Account fraudulently;
- k) The Company reasonably suspects that the Client committed forgery or used a stolen card or other means to fund the Client Account;
- l) Any other circumstance where the Company reasonably determines that it is necessary or desirable to take any action under clause 16.2 hereof.

16.2 Where an Event of Default occurs, the Company may, acting reasonably and in good faith and in accordance with Applicable Laws and Regulations, take one or more of the following measures, as it considers proportionate and appropriate:

- a) Restrict, suspend, or terminate trading activity;
- b) Terminate this Agreement with immediate effect;
- c) Close Open positions or refuse to open new positions;
- d) Reject, cancel, or amend Orders;
- e) Suspend or terminate the Client Account;
- f) Restrict access to Services or the Trading Platform;
- g) Cancel or reverse Transactions or gains directly attributable to Abusive Trading;
- h) Apply charges, costs, or expenses incurred as a result of the Event of Default;
- i) Withhold payments where permitted under Applicable Laws and Regulations;
- j) Initiate legal proceedings or take any other lawful action to recover

losses, damages or expenses incurred by the Company;

- k) Block the Client's Internet Protocol address where excessive, abusive, or abnormal activity is reasonably assessed to threaten the integrity, stability, or security of the Trading Platform or execution systems.

16.3 The Client acknowledges that the actions listed in Clause 16.2 may be necessary to prevent further loss, mitigate regulatory or operational risk, or comply with legal or supervisory requirements.

17. Safeguarding of Client Money

17.1 The Company will promptly deposit any Client money it receives into one or more segregated account(s) (designated as "Client Accounts") held with reliable financial institutions selected by the Company.

17.2 The Company shall exercise due skill, care, and diligence in the selection, appointment, and ongoing review of the financial institutions with which Client money is deposited, as well as the arrangements for the safeguarding of Client money. In making such assessments, the Company shall take into account the expertise, market reputation, and regulatory status of the relevant financial institutions, and any legal or regulatory requirements or market practices related to the holding of Client money that could adversely affect Clients' rights, with a view to safeguarding such rights and ensuring appropriate diversification. Diversification requirements shall not apply where Client money is placed with a third party solely for the purpose of executing an Order or Transaction on behalf of the Client.

17.3 The Company shall not be liable for losses arising solely from the insolvency, acts, or omissions of such third parties, provided that the Company has complied with its obligations under Applicable Laws and Regulations, including its duty to act honestly, fairly, and professionally and to exercise due skill, care, and diligence.

- 17.4 Client funds shall at all times be segregated from the Company's own money and cannot be used in the course of its own business. The Company may hold Client funds and the funds of other Clients in the same omnibus account within the financial institutions selected by it. By entering into this Agreement, the Client authorises the Company to credit or debit the Client's Trading Account with any profits or losses arising from trading, as well as any fees, charges, or other amounts payable under this Agreement, and to carry out the necessary reconciliations, deposits, and withdrawals from the omnibus account on the Client's behalf.
- 17.5 The Company shall:
- a) maintain accurate records and accounts enabling the Company to distinguish funds held for one client from funds held for another client, as well as from the Company's own funds;
 - b) perform regular reconciliations between its internal records and the records of any third parties holding Client money;
 - c) implement adequate organisational arrangements designed to minimise the risk of loss or diminution of Client money arising from misuse, fraud, poor administration, inadequate record-keeping, or negligence.
- 17.6 Client money may be held with a financial institution located either within or outside the Republic of Cyprus. Where Client money is held outside the Republic of Cyprus, the legal and regulatory framework applicable to that institution may differ from that of the Republic of Cyprus, and in the event of insolvency or an equivalent failure, Client money may be treated differently than if it were held in a segregated account within the Republic of Cyprus. The Company shall not be liable for losses arising solely from the acts, omissions, or insolvency of a non-EEA bank or financial institution, provided that the Company has exercised due skill, care, and diligence in its selection, appointment, and ongoing monitoring and has complied with its obligations under Applicable Laws and Regulations.

- 17.7 The Company shall not grant any security interest, lien, or right of set-off over Client money that would permit a third party to dispose of such Client money in respect of debts unrelated to the Client or to the provision of services to the Client, except where such arrangements are required by applicable law in a third-country jurisdiction in which Client money is held. Where such arrangements are required, the Company shall amend this Client Agreement accordingly to reflect them.
- 17.8 The Company shall provide the Client, at least on a quarterly basis, with a statement in a Durable Medium detailing the Client money held on the Client's behalf, unless such information has already been included in another periodic statement. Upon the Client's request, the Company shall provide such statements more frequently, subject to the payment of a reasonable fee.

18. Safekeeping of Financial Instruments

The Client acknowledges and agrees to the following:

- 18.1 The Company safeguards and holds Clients' Financial Instruments through one or more eligible third-party custodians, depositories, clearing systems, or other institutions (the "Custodians"). A non-exhaustive list of such Custodians includes Barclays PLC, Cantor Fitzgerald, Marex Group PLC and VTC Europe B.V., a fully owned subsidiary of Velocity Trade Limited.
- 18.2 The Company shall exercise due skill, care, and diligence in the selection, appointment, and periodic review of Custodians, taking into account their expertise, market reputation, regulatory status, and any legal, regulatory, or market practices applicable to the holding of Client assets that may adversely affect Clients' rights.
- 18.3 The Client acknowledges that the Company may, in accordance with Applicable Laws and Regulations and without prior notice, delegate any of its safekeeping and custody functions in relation to Clients' Financial Instruments to one or more Custodians.

- 18.4 The Company maintains appropriate records and accounts to ensure that, at all times and without delay, Financial Instruments held on behalf of each Client are clearly distinguished from those held for other clients and from the Company's own assets.
- 18.5 The Company shall take all reasonable steps to ensure that Clients' Financial Instruments deposited with a Custodian are identifiable as belonging to Clients and are segregated from the Company's own assets by means of differently titled accounts or other equivalent measures, in accordance with Applicable Laws and Regulations.
- 18.6 The Client acknowledges that Custodians may hold Clients' Financial Instruments in omnibus accounts. The Company shall provide the Client with information regarding the Custodian with whom the Client's Financial Instruments are held upon the Client's request.
- 18.7 Where the Client instructs the Company to register Financial Instruments in the name of a third party specified by the Client, the Client acknowledges and accepts that the risks associated with such registration shall be borne exclusively by the Client.
- 18.8 Where a Custodian with whom the Company has deposited Clients' Financial Instruments fails to account for, return or otherwise safeguard such Financial Instruments, the Company shall not be liable for any loss arising from the acts, omissions, insolvency, or default of such Custodian, unless and to the extent that such loss results from the Company's failure to exercise due skill, care, and diligence in the selection, appointment, or ongoing monitoring of the Custodian, or from any other breach of its obligations under Applicable Laws and Regulations.
- 18.9 The Company shall account to the Client for all dividends, interest, and other

rights or entitlements accruing to the Client in respect of Financial Instruments held on the Client's behalf, provided that the Company has been duly notified of such entitlements. Any such amounts received shall be credited to the Client's Account.

18.10 The Company shall provide the Client, in a durable medium, with a statement of Financial Instruments held on the Client's behalf at least on a quarterly basis, unless such information has already been included in another periodic statement provided to the Client. Where the Client requests to receive such statements more frequently, the Company may provide them at a reasonable cost in accordance with Applicable Laws and Regulations.

19. Deposits and Withdrawals

19.1 Each Client may only open one (1) Trading Account with the Company.

19.2 A Client Account will be activated upon the Client depositing at least the minimum initial deposit as determined by the Company, which may be amended at the Company's discretion from time to time.

19.3 The Client may deposit funds into their Client Account at any time during the term of this Agreement. Deposits may be made using the methods and in the currencies accepted by the Company, as communicated to the Client from time to time.

19.4 The Company may, at any time, request from the Client any documentation necessary to verify the source of funds deposited into the Trading Account. The Company reserves the right to refuse a deposit if it is not satisfied with the legitimacy of the source of funds and may return the funds to the original source.

19.5 Where the Client makes a deposit, the Company will credit the relevant Client Trading Account with the amount actually received by the Company. The Client acknowledges and agrees that they shall deliver by mail or electronic mail (e-mail) to the communication channels specified in Clause 26 of this Agreement,

the relevant bank deposit receipt or advice stating clearly the Client's name and Account number. The Client acknowledges that the Account shall not be credited with funds until the Company receives the cleared funds and subject to completion of all relevant compliance procedures.

- 19.6 Where the deposited funds are not credited to the Client's Trading Account within the specified timeframe, the Client shall notify the Company and may request an investigation. The Client agrees that any costs arising from such an investigation may be borne by the Client, either through deduction from the Client's Trading Account or payment directly to the bank performing the investigation. The Client further agrees to provide all documentation reasonably requested by the Company to facilitate the investigation.
- 19.7 The Company does not accept any unauthorised third-party or anonymous payments into the Client's Trading Account.
- 19.8 The Company does not accept payments made in cash or by cheque.
- 19.9 The Client agrees that any amounts sent by the Client, or on the Client's behalf (where the Client has appointed an Authorised Representative), shall be credited to the Client's Trading Account on the value date of the payment received, net of any charges or fees applied by banks or other intermediaries. The Company must be satisfied that the sender is the Client or an Authorised Representative of the Client before making any funds available. If the Company is not satisfied, it reserves the right to return the net amount received to the sender by using the same method used for the original payment.
- 19.10 Where any amount credited to the Client is reversed by the bank for any reason, the Company shall immediately reverse the affected deposit from the Client's Trading Account. The Company also reserves the right to reverse any subsequent transactions effected after the date of the affected deposit. The Client acknowledges that such reversals may result in a negative balance in the Client's Trading Account.

- 19.11 All payment and transfer charges of funds imposed by third parties will be borne by the Client and the Company shall debit the Client Account for these charges.
- 19.12 The Company shall correct any errors made during the transfer of funds. If the Client provides incorrect transfer instructions, the Company may be unable to correct the error, and the Client may bear any resulting loss. The Company shall not be responsible for Client funds unless and until such funds have been successfully credited to the Company's designated bank account(s) or approved segregated accounts. The Company does not authorise any introducers, agents, or other third parties to accept or hold Client funds on its behalf.
- 19.13 The Company shall process withdrawals of Client funds upon receipt of a valid withdrawal request from the Client, in accordance with the methods accepted by the Company from time to time. Withdrawals shall be made using the same method used by the Client to fund the Client's Trading Account and to the same remitter.
- 19.14 Withdrawal requests will be processed within one (1) Business Day, provided that:
- i. the request contains all required information;
 - ii. the funds are transferred to the originating account from which they were deposited;
 - iii. the receiving account belongs to the Client;
 - iv. the balance of the Client's trading account, at the time of payment, is sufficient to cover the requested amount including any applicable charges;
 - v. no Force Majeure event exists which prevents the Company from processing the withdrawal; and
 - vi. for non-SEPA transfers, the processing time may exceed three (3) working days, depending on the transfer method chosen.
- 19.15 The Client agrees to bear and pay any bank charges or fees imposed by banks or payment service providers in connection with the withdrawal of funds from

the Client's Trading Account to the Client's designated bank account or other approved payment method. The Client is solely responsible for ensuring that all payment and beneficiary details provided to the Company are complete, accurate, and correct. The Company shall not be liable for any loss, delay, or misdirection of Client funds arising from incorrect, incomplete, or inaccurate payment details supplied by the Client.

19.16 Withdrawals shall, as a general rule, be processed using the same payment method used by the Client to fund the Trading Account and returned to the same remitter, in accordance with the applicable AML/CFT laws and regulations. The Company reserves the right to request additional documentation or information from the Client for verification purposes during the processing of a withdrawal request. The Company further reserves the right to refuse or decline a withdrawal request via a specific payment method and, where applicable, to require the Client to submit a new withdrawal request using an alternative payment method.

19.17 Where the Company is not reasonably satisfied with the documentation or information provided by the Client, it reserves the right to cancel or reverse the withdrawal transaction and credit the relevant amount back to the Client's Trading Account.

20. Inactive/Dormant Trading Accounts

20.1 If a Client's Trading Account shows no trading activity for a period of three (3) months (an "Inactive Trading Account"), the Company reserves the right to charge an administrative fee to maintain the Trading Account, provided that sufficient funds are available in the Account.

20.2 If a Trading Account remains inactive for more than twelve (12) months (a "Dormant Account"), the Company reserves the right to terminate the Account.

21. Fees and Taxes

- 21.1 The provision of the Services by the Company is subject to payment of fees, including but not limited to brokerage fees/commissions, financing and/or rollover fees as appropriate and other applicable charges, which are disclosed to the Client in good faith.
- 21.2 If the Client fails to pay any amount when due, the Company shall be entitled to debit the Client's Trading Account to cover such amounts.
- 21.3 The Client acknowledges and agrees that they shall be solely responsible for all tax filings, returns, and reports required by any relevant authority, whether governmental or otherwise, and for payment of all applicable taxes, including but not limited to transfer taxes or value-added taxes (VAT), arising from or in connection with trading activity with the Company. The Client shall pay the Company immediately upon request for any taxes incurred as a result of any Transaction, and the Company is entitled to debit the Client's Trading Account to cover any such taxes or related charges.
- 21.4 The Client undertakes to pay any stamp duties or other expenses relating to this Agreement and/or any documentation required for the execution of Transactions under this Agreement.
- 21.5 For the provision of Investment Advice, the Company shall be entitled to fees and commissions, which shall be disclosed to the Client. Some fees are fixed, while others may be agreed on an individual basis between the Company and the Client. Fees for Investment Advice shall be payable directly by the Client to the Company upon issuance of an invoice by the Company.
- 21.6 The Client acknowledges and agrees that the Company may, at its discretion, amend its fee rates without prior consent. The Company undertakes to notify the Client of any changes at least fifteen (15) calendar days before they take effect. If the Client does not accept such changes, they are entitled to either:

- Terminate this Agreement by sending a termination notice to the Company; or
- Transfer their assets to another investment strategy offered by the Company, without incurring any additional charges.

21.7 Where the Client is introduced to the Company through a third party, such as an affiliate, the Client acknowledges that the Company is not bound by any separate agreements entered into between the Client and the affiliate. Affiliates are not authorised to bind the Company, offer credit or guarantees, provide investment services, legal, investment, or tax advice in the Company's name, or collect Client funds.

21.8 Payments to Introducers or other third parties shall only be made where the Company is satisfied that such payments do not impair its obligation to act in the best interests of its Clients.

22. Authorised Representatives

22.1 The Company may, at its discretion, accept Orders and/or other instructions from a person duly appointed by the Client as an Authorised Representative provided that:

- a) The Client has notified the Company in writing of the appointment of such Authorised Representative and has submitted a valid and duly executed Power of Attorney or other written authorisation, which has been reviewed and accepted by the Company; and
- b) the Authorised Representative has been approved by the Company and has satisfied all applicable onboarding, identification, and verification requirements in accordance with the Company's internal policies and all applicable laws, regulations and regulatory requirements.

22.2 Unless and until the Company receives a written notice from the Client terminating the authorisation of the Authorised Representative, and subject to Clause 22.3 below, the Company shall be entitled to rely on and act upon any

Orders or other instructions received from the Authorised Representative on behalf of the Client. The Client agrees that any such Orders or instructions shall be deemed valid, binding, and enforceable against the Client.

- 22.3 Any termination of the authorisation of an Authorised Representative shall be notified to the Company in writing and shall become effective no earlier than five (5) Business Days following receipt of such notice by the Company, unless the Company determines otherwise at its discretion or Applicable Laws and Regulations require immediate effect.
- 22.4 The Company reserves the right, but shall not be obliged, to refuse or suspend the acceptance of any Orders or other instructions from an Authorised Representative, without prior notice to the Client, where the Company reasonably considers such action necessary or appropriate, including but not limited where:
- a) The Company reasonably suspects that the Authorised Representative lacks the legal capacity or proper authority to act on behalf of the Client;
 - b) An Event of Default has occurred or is reasonably believed to have occurred;
 - c) Such refusal or suspension is required in order to comply with Applicable Laws and Regulations, market rules, or supervisory requirements; or
 - d) The Company reasonably considers such action necessary to protect the interests of the Client.

23. Client Eligibility and Restrictions

- 23.1 The Services are not intended for, and the Company does not provide its Services to, any person who:
- i. Is under the age of 18 years or has not attained the legal age required to enter into binding contracts under applicable law (“Minors”). The Company shall not be liable for any unauthorised use of its Services by Minors;

- ii. Lacks legal capacity, is not of sound mind, or is otherwise incapable of entering into a binding agreement;
 - iii. Resides in any jurisdiction where the provision, distribution, or use of the Services would violate local laws or regulations. It is the Client's responsibility to ensure compliance with all applicable local laws and regulations to which they are subject;
 - iv. Is a U.S. national and/or resident of United States of America or Canada;
 - v. Is a resident of the United Kingdom, Belgium, the British Virgin Islands, the US Virgin Islands, Anguilla, American Samoa, Russia, Belarus, Afghanistan, Algeria, Angola, Bolivia, Bulgaria, Cameroon, Cote d'Ivoire, Democratic Republic of the Congo, Fiji, Guam, Haiti, Kenya, Kuwait, Lao People's Democratic Republic, Lebanon, Monaco, Namibia, Nepal, Palau, Panama, Papua New Guinea, Samoa, South Sudan, Syria, Trinidad and Tobago, Vanuatu, Venezuela, Vietnam, Yemen, the Democratic People's Republic of Korea, Iran, or Myanmar.
- 23.2 Notwithstanding Clause 23.1 above, the Company reserves the right, acting reasonably and in good faith and in accordance with Applicable Laws and Regulations, to refuse to provide, suspend, or revoke access to the Services to any person, for any reason, without prior notice.
- 23.3 By using the Services, the Client represents and warrants that they meet all eligibility requirements set out in this Clause and that all information provided to the Company is true, complete, and accurate.

24. Language

- 24.1 The Company's official language is English. All communications, including documents submitted for verification as part of the Account Opening Application or at any time during the business relationship, shall be accepted only if they are in the English language or accompanied by an official translation into English. The Client should always read and refer to the Website for all

information and disclosures regarding the Company and its activities.

- 24.2 Any translations or information provided by the Company in languages other than English are for informational purposes only and do not bind the Company or have any legal effect. The Company accepts no responsibility or liability for the accuracy, completeness, or correctness of such non-English information.

25. Methods of Communication and Written Notices

- 25.1 Unless otherwise explicitly stated in this Agreement, any notice, request, or other communication to be given to the Company by the Client under this Agreement shall be in writing and shall be sent to the Company at the contact details set out below, or to any other address or contact details that the Company may designate from time to time. Such communications shall be deemed delivered only when actually received by the Company.

Address: 9 Foti Pitta, Office 201, 2nd Floor, 1065 Nicosia, Cyprus

Telephone: +357 22 774755

E-mail: info@noemon.finance

- 25.2 In order to communicate with the Client or to send documents, trade confirmations, notices and statements, or other information, the Company may use any of the following methods:

- i. E-mail;
- ii. Post;
- iii. Website.

- 25.3 The Company reserves the right to introduce additional methods of communication, provided that the Client is given at least ten (10) Business Days' Written Notice prior to the use of any such new method.

- 25.4 Any communications sent by either Party (including documents, notices, confirmations, statements, reports, or other information) shall be deemed received as follows:

- a) If by email: within one (1) hour after dispatch, if sent to the latest known email address of the receiving party and provided the email has left the sender's system;
- b) If by Telephone: upon conclusion of the call;
- c) If by Post: Within seven (7) calendar days after posting to the latest known postal address of the receiving party;
- d) Company Website: within one (1) hour of posting.

25.5 Any communications with the Company, including telephone communications shall be made during Working Hours and Working Days. Written Notices sent to the Company must likewise be received within Working Hours. Notices received outside normal Working Hours and/or Working Days shall be deemed received on the following Business Day.

25.6 To communicate with the Client, the Company shall use the contact details provided by the Client at the time of account opening or as subsequently updated. The Client is obliged to promptly notify the Company of any changes to their contact information.

26. Conflicts of Interest

26.1 The Company takes all reasonable steps to identify, prevent and manage, any conflicts of interest that may arise between the Company or any persons associated with it and the Client, or between one Client or group of Clients and another Client or group of Clients. Where not feasible to manage such conflicts form adversely affecting Clients' interests, the Company discloses such conflicts to Clients.

26.2 A conflict of interest may arise where the Company deals on Own Account and acts as principal to a Client Transaction, as the Company may have an interest in the outcome of the Transaction. The Company manages such conflicts through pricing controls, execution oversight, segregation of functions, and monitoring arrangements, to ensure that Clients are treated fairly.

- 26.3 Information on the circumstances that give rise or may give rise to conflicts of interest, as well as the measures adopted by the Company to manage, prevent, and, where applicable, disclose such conflicts to Clients, can be found in the Company's Conflicts of Interest Policy available on the Website.
- 26.4 By entering into this Agreement, the Client acknowledges that they have read, understood, and accepted the Company's Conflict of Interest Policy, which forms an integral part of this Agreement.

27. Inquiries, Grievances and Complaints Handling

- 27.1 If you have any questions regarding the Company's services or products, or if you are not fully satisfied with the services provided, you may contact the Company by e-mail at support@noemon.finance copying info@noemon.finance, to request further information or clarification.
- 27.2 If you are not fully satisfied with the services provided by the Company, you may express your dissatisfaction and/or submit a formal complaint by sending an e-mail to complaints@noemon.finance in the manner prescribed in the Company's Complaint Handling Policy and Procedure available on the Website.
- 27.3 By accepting this Agreement, you acknowledge that you have read, understood, and accepted the Company's Complaint Handling Policy and Procedure.

28. Acknowledgment of Risks

- 28.1 The Client acknowledges and accepts that the value of investments in Financial Instruments may fluctuate, and that, irrespective of any information or material provided by the Company, the value of such investments may increase or decrease, and in some cases may become worthless.
- 28.2 The Client acknowledges that trading in Financial Instruments involves a high

level of risk and may result in losses exceeding the initial investment. The Client confirms that they understand these risks and that any decision to enter into Transactions is made at their own risk.

28.3 The Client further acknowledges and confirms that they have read, understood, and accepted the following:

- a) Past performance of a Financial Instrument is not a reliable indicator of current or future performance. Historical data does not constitute a guarantee or a forecast of future results;
- b) Certain Financial Instruments may be illiquid, which means that they may not be readily saleable or may be difficult to value due to reduced market demand or limited market information;
- c) Where a Financial Instrument is denominated in a currency different from the Client's base currency, fluctuations in exchange rates may adversely affect its value, price, or performance;
- d) Transactions in foreign markets may involve risks different from, or greater than, those in the Client's country of residence, including risks arising from market practices, regulatory frameworks, and exchange rate movements;
- e) Some of the Financial Instruments offered by the Company may be traded over the counter (OTC) rather than on regulated exchanges. OTC trading may involve higher risks, including but not limited to reduced transparency regarding the issuer or the instrument, lower liquidity, which may affect the ability to buy or sell positions, higher price volatility and additional trading restrictions or limitations;
- f) The Financial Instruments offered by the Company include CFDs, which are complex instruments and come with a high risk of losing money rapidly due to leverage;
- g) Trading in CFDs involves leverage and may result in losses exceeding the Client's initial investment. The vast majority of retail client accounts lose money when trading in CFDs. The Client shall consider whether they understand how CFDs work and whether they can afford to take the high risk of losing your money;
- h) The value of Financial Instruments is derived from and directly affected by

the price movements of the relevant Underlying Asset;

- i) The Client should not engage in Transactions in Financial Instruments unless they are prepared to bear the risk of losing the entire amount invested, together with any applicable fees, commissions, and other costs.

28.4 By accepting this Agreement, the Client acknowledges that there may be additional risks not expressly described in this section and confirms that they have read, understood, and accepted the Company's Risk Disclosure Notice, which forms part of this Agreement and is available on the Website.

29. Personal Data, Confidentiality, Recording of Telephone Calls and Records

29.1 The Company will collect Client information directly from the Client (including through a completed Account Opening Application Form or otherwise) or from third parties as applicable. The Company may use, store, and otherwise process personal information provided by the Client in connection with the provision of the Services under this Agreement.

29.2 All information collected about a Client and maintained by the Company shall be treated as confidential and shall be used in connection with the provision of Services to the Client under this Agreement. This includes, without limitation, communicating with the Client, facilitating the Client's use of the Website and/or telephone trading facilities, conducting due diligence checks as necessary to comply with AML/CFT laws and regulations, fraud and other financial crime detection and prevention. Information that is already in the public domain or lawfully held by the Company without a duty of confidentiality shall not be considered confidential.

29.3 The Company processes Client personal data on one or more lawful bases, including where such processing is necessary for the performance of this Agreement, compliance with the Company's legal and regulatory obligations, the pursuit of the Company's legitimate interests, and, where required, on the basis of the Client's consent.

29.4 The Company may process Client personal data for marketing and market research purposes. Where the Client is a natural person, such communications shall be conducted only in accordance with applicable data protection laws and, where required, subject to the Client's prior consent. The Client may withdraw such consent at any time.

29.5 The Company may disclose Client information (including confidential documents, recordings, and card/bank details) in, inter alia, the following circumstances:

- i. Where disclosure is required by any applicable law or by an order of a competent court;
- ii. Where requested by CySEC or any other regulatory authority having jurisdiction over the Company, the Client, or their associates;
- iii. To authorities or bodies, including law enforcement bodies, for the investigation or prevention of fraud, money laundering, or other unlawful activities;
- iv. As reasonably required for the execution of Orders or for the provision of Services under this Agreement;
- v. To companies affiliated with the Company and their respective advisors, as well as to non-affiliated third parties to the extent required to enable the Company to provide Services to you;
- vi. To trade repositories or similar entities in accordance with Regulation (EU) No 648/2012 ("European Market Infrastructure Regulation" or "EMIR");
- vii. Where necessary for the establishment, exercise, or defence of our legal rights before any court, tribunal, arbitrator, ombudsman, or governmental authority;
- viii. At the Client's request or with the Client's consent;
- ix. Where applicable, in relation to U.S. reportable persons, for the purpose of reporting information to the relevant authorities under the US Foreign Account Tax Compliance Act ("FATCA").

29.6 Without prejudice to Clause 29.5 above, the Company may disclose and

transfer Client personal data to third-party service providers acting as data processors on behalf of the Company, including but not limited to information technology providers, cloud hosting providers, payment service providers, customer support providers, professional advisers, and providers of compliance, risk management, identity verification, and anti-money laundering services, solely to the extent necessary for the provision of the Services and in accordance with applicable data protection laws.

- 29.7 The Client acknowledges that the Company may transfer and process Client personal data outside the European Economic Area (“EEA”), where such transfer is necessary for the purposes set out in this Agreement. In such cases, the Company shall ensure that appropriate safeguards are in place in accordance with applicable data protection legislation, including, where applicable, adequacy decisions, standard contractual clauses, or other lawful transfer mechanisms.
- 29.8 Telephone conversations, electronic communications, and internal communications relating to the Client’s affairs, Transactions, or Orders may be recorded and retained by the Company and shall remain the Company’s sole property. The Client agrees that such recordings may be used as conclusive evidence and may be provided to courts, regulatory, or governmental authorities. Copies of such recordings shall be made available to the Client upon request for a period of five (5) years after the end of the business relationship with the Company, unless required by any regulatory or enforcement authority, or applicable law to be kept for a longer period.
- 29.9 Further information on how and why the Company collects your personal data, the recipients of such personal data, as well as your rights with regards to the processing of your personal data, including your right to submit a complaint where you believe that the Company does not process your personal data in an appropriate manner, can be found in the Company’s Privacy Policy available on the Website.

29.10 The Company shall retain records of Client personal data, including account opening documentation, trading information, and Client communications for a minimum period of five (5) years following termination of the business relationship with the Client established under this Agreement. Personal data may be retained for a longer period, where this is required by any applicable law or regulation, or upon request by any competent authority, supervisory, law enforcement, or judicial authority.

30. Termination of Agreement and effect of Termination

30.1 Without prejudice to the Company's right to terminate this Agreement immediately as set out in Clause 30.2 below, either Party may terminate this Agreement by giving at least ten (10) Business Days' Written Notice to the other Party. Termination shall not affect any obligations already incurred or any legal rights or liabilities arising under this Agreement or any Transactions executed prior to termination. Termination shall not affect the Client's right to lodge a complaint or seek redress in accordance with this Agreement and Applicable Laws and Regulations.

30.2 The Company reserves the right to terminate this Agreement immediately, without prior notice to the Client, in any of the following circumstances:

- a) Event of Default by the Client as defined in Clause 16.1 herein;
- b) Termination is required by any competent regulatory authority or other relevant body;
- c) The Client breaches any provision of this Agreement, and, in the Company's reasonable opinion, the Agreement cannot continue to be performed;
- d) The Client does not act in good faith, or the Company reasonably believes that the Client's trading activity adversely affects the reliability, integrity, or operation of the Company. This includes, without limitation, hedging exposure through multiple Trading Accounts, whether under the Client's profile or connected to another Client, or engaging in Abusive Trading;

- e) An unauthorised person is trading on behalf of the Client;
- f) The Client's Trading Account has been inactive for a period exceeding twelve (12) months;
- g) The Client files a dispute, claim, or chargeback request through a credit card issuer or any other payment method used to fund the Trading Account.

30.3 Upon termination of this Agreement, all amounts payable by the Client to the Company shall become immediately due and payable, including, without limitation, all outstanding fees, costs, charges, and any additional expenses incurred or to be incurred by the Company as a result of the termination.

30.4 Before the effective termination date:

- a) The Client is obliged to close all Open Positions. If the Client fails to do so, the Company shall have the right to close any remaining Open Positions;
- b) The Company may restrict or suspend the Client's access to the Platform and limit the functionalities available;
- c) The Company may refuse to accept any new Orders from the Client;
- d) The Company may withhold withdrawals from the Client Account to the extent necessary to close Open Positions and/or satisfy any pending obligations of the Client under this Agreement.

30.5 Upon termination of this Agreement, the Company may proceed with any or all of the following actions:

- i. Close the Client Account;
- ii. Convert any currencies held in the Client Account;
- iii. Close out any Open Positions;
- iv. In the absence of illegal activity, suspected fraud, or instructions from relevant regulatory authorities, pay any remaining balance to the Client after withholding amounts reasonably considered necessary for future liabilities. Payments shall be made only to an account in the Client's name, and the Company reserves the right to refuse third-party payments. The Client shall receive a statement detailing how the final balance was

calculated.

- 30.6 Without prejudice to any other rights under this Agreement, either Party may terminate this Agreement with immediate effect if the other Party:
- a) Commits a material breach of this Agreement; or
 - b) Engages in any conduct that materially harms, or may materially harm, the business, reputation, or interests of the terminating Party.

31. Limitations of Liability and Indemnity

- 31.1 Where the Company provides information, recommendations, market commentary, news, research, or other information to the Client (including through newsletters, the Website, or the Trading Platform, such information is provided for information purposes only and does not constitute investment advice, unless expressly stated otherwise.
- 31.2 The Company shall not be liable for any loss, cost, expense, or damage suffered by the Client arising from any inaccuracy, error, omission, or delay in such information, except where such loss arises directly from the Company's fraud, willful misconduct, or gross negligence.
- 31.3 To the fullest extent permitted by Applicable Laws and Regulations, the Company shall not be liable for any loss, damage, cost, or expense incurred by the Client which arises directly or indirectly from, including but not limited to:
- a) Any error, delay, interruption, failure, disconnection, or malfunction in the operation of the Platform, Client Terminal, or Transactions executed via the Platform, including technical failures, system capacity issues, internet congestion, cyber-security incidents, unauthorised access, or software or hardware malfunctions;
 - b) Any failure or delay in the performance of the Company's obligations due to a Force Majeure Event, market disruptions, technical issues, or any other cause beyond the Company's reasonable control;
 - c) Orders placed outside normal trading hours;
 - d) Delays or failures in communication systems or networks;

- e) The acts, omissions, or negligence of any third party, including liquidity providers, execution venues, custodians, payment service providers, or telecommunications providers;
 - f) Any unauthorised use of the Client's Access Data prior to the Client notifying the Company of such misuse;
 - g) Unauthorised access to or interception of data, communications, or personal information transmitted between the Parties via electronic, postal, telephone, or other communication means;
 - h) Any risks disclosed in the Company's Risk Disclosure Notice which is available on the Website, including but not limited to market risk, volatility risk, liquidity risk, leverage risk, and currency risk;
 - i) Any changes in applicable tax laws, rates, or the Client's tax treatment;
 - j) The occurrence of slippage, requotes, or execution under abnormal market conditions;
 - k) The Client's reliance on automated or conditional trading tools, including but not limited to Stop Loss Orders, Trailing Stops, Expert Advisors, or similar functionalities;
 - l) Trading decisions made by the Client or the Client's Authorised Representative;
 - m) All Orders submitted using the Client's Access Data;
 - n) The content, accuracy, or completeness of any communications transmitted via the Trading Platform;
 - o) The Client's participation in Social Trading or Copy Trading;
 - p) Any acts or omissions (including negligence or fraud) of the Client or the Client's Authorised Representative.
- 31.4 Subject to Applicable Laws and Regulations, the Company, its directors, officers, employees, and Affiliates shall not be liable for any damages, losses, expenses, claims, or costs suffered or incurred by the Client in connection with this Agreement, whether direct or indirect, incidental, special, or consequential, except to the extent that such loss arises from the Company's fraud, willful misconduct, or gross negligence.

- 31.5 The Company, its directors, officers, employees, and Affiliates, shall not be liable, except where required under Applicable Laws and Regulations, for any loss of opportunity, including any increase or decrease in the value of the Client's Financial Instruments, loss of profits, or loss arising from subsequent market movements, except where such losses arise from the Company's fraud, willful misconduct, or gross negligence.
- 31.6 The Company, its directors, officers, employees, and Affiliates shall not be liable for any loss of the Client's Financial Instruments or funds, including where such assets are held by a third party (such as a bank, custodian, payment service provider, or other financial institution), or for any act or omission carried out in reliance on information provided by the Client or otherwise available to the Company, unless such loss arises directly from the Company's fraud, willful misconduct, or gross negligence.
- 31.7 The Company is a member of the Investor Compensation Fund ("ICF") for clients of Cyprus Investment Firms. Subject to the Client's categorisation and eligibility, the Client may be entitled to receive compensation from the ICF in the event that the Company is unable to meet its financial obligations arising from the provision of Services. The Client acknowledges that categorisation as a Retail Client does not automatically confer eligibility for compensation under the ICF. By accepting this Agreement, the Client confirms that they have read, understood, and accepted the information contained in the Investor Compensation Fund Information Document, which forms part of this Agreement and is available on the Website.
- 31.8 Subject to Applicable Laws and Regulations, the Company's aggregate liability to the Client arising out of or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise, shall not exceed the net amount of funds deposited by the Client into the Trading Account, less any withdrawals made by the Client.
- 31.9 Nothing in this Agreement shall exclude, restrict, or limit the Company's liability

to the extent that such exclusion, restriction, or limitation is prohibited under Applicable Laws and Regulations, including where such liability arises from the Company's fraud, gross negligence, willful default, or failure to act honestly, fairly, and professionally in accordance with the best interests of the Client.

32. Representations and Warranties

32.1 The Client represents and warrants to the Company that, as of the date of entering into this Agreement and for the duration of the business relationship:

- a) The Client is at least 18 years of age, or has reached the minimum age required to engage in financial investment activities under the laws of the jurisdiction applicable to the Client;
- b) The Client is of sound mind and fully capable of making decisions in relation to their financial investments and obligations under this Agreement;
- c) There are no legal, regulatory, or other restrictions preventing the Client from accessing the markets or investing in the Financial Instruments offered by the Company, regardless of the Client's nationality, residence, or personal characteristics;
- d) All actions taken under this Agreement will comply with all applicable laws, regulations, and rules, as well as any contractual obligations affecting the Client or the Client's assets. The Client will not use the Company's IP, Platform, or Website in violation of this Agreement or for any unauthorised or unlawful purpose and will only use these tools for the benefit of their Client Account;
- e) The Client is duly authorised to enter into this Agreement, place Orders, and perform all obligations arising under it;
- f) The individual completing the Account Opening Application Form is either the Client or, duly authorised to act on behalf of the Client;
- g) The Client is acting as principal and not as agent, representative, trustee, or custodian for any third party, except where the Company has explicitly provided prior written consent and all documentation requested by the Company for such purpose has been submitted;

- h) All information provided by the Client to the Company, including in the Account Opening Application Form and at any time thereafter, is true, complete, and accurate and all documents submitted are authentic and valid;
- i) The funds used by the Client for trading are not derived from, nor intended for, any illegal activity, including Money Laundering and/or Terrorism Financing;
- j) The Client will notify the Company immediately if they become a PEP, a close relative of a PEP or a close associate of a PEP during the course of the business relationship;
- k) The Client is not a resident or national of jurisdictions from which the Company does not accept clients, including but not limited to the United States of America, Canada, nor a resident of any of the countries/jurisdictions listed in Clause 23.1 (v) of this Agreement or of any other jurisdiction where legal restrictions or special conditions apply;
- l) The Client has read, understood, and acknowledges the Risk Disclosure Notice available on the Website;
- m) The Client has read, understood, and accepts all terms of this Agreement, including the policies and other documents referred to herein and available on the Website;
- n) The Client consents to receiving notices, statements and any other document whatsoever in connection with this Agreement via the Website or email;
- o) The Client confirms that they have reliable and regular access to the internet and consents to the Company delivering information, including updates to terms, costs, fees, policies, and investment-related disclosures, via the Website and/or email.

33. Amendments and Updates

33.1 The Company reserves the right to amend this Agreement at any time in accordance with the provisions of this Agreement and Applicable Laws and

Regulations. In such cases, the Company shall publish the amendments on the Website or otherwise notify the Client in writing, using the methods described herein. Each such notification shall constitute sufficient notice to the Client. It is the responsibility of the Client to consult and/or review the Website regularly to ensure they remain aware of any updates to this Agreement.

33.2 The Company may, at its reasonable discretion and where it considers in the Client's best interest and without any additional cost to the Client:

- i. Upgrade the Client Account;
- ii. Convert the Client Account type;
- iii. Enhance or improve the Services offered to the Client.

33.3 The Company may amend or update any terms of this Agreement where it considers such changes necessary to:

- a) Improve clarity or transparency, provided that the change is not to the disadvantage of the Client;
- b) Reflect changes in the Services offered to the Client, including the provision of any existing service or facility, the introduction of a new service or facility, the replacement of an existing service or facility with a new one, or the withdrawal of a service or facility that has become obsolete, is no longer used, or has become disproportionately costly for the Company to provide;
- c) Allow reasonable adjustments to the Services as a result of changes in the banking, investment, or financial system, the Company's technology, infrastructure or systems used by the Company to provide Services;
- d) Comply with requests or directives from CySEC or any other regulatory authority, or to reflect changes or anticipated changes in applicable laws, regulations, or rules;
- e) Correct or adjust any provisions of this Agreement that are inconsistent with applicable laws, regulations, or regulatory guidance.

- 33.4 For any change made under Clause 33.3 above, the Company shall provide the Client with at least fifteen (15) Business Days' advance Written Notice via publication on the Website or through any other method provided for in this Agreement, except where immediate implementation is necessary to comply with applicable laws, regulations, or regulatory guidance.
- 33.5 The Company shall clearly indicate the effective date of any change. The Client shall be deemed to have accepted the change on the effective date unless, prior to that date, the Client notifies the Company in writing of their decision to terminate the Agreement without accepting the change. In such a case, the Client shall not incur any charges for termination, except for fees or costs due for Services provided up to the date of termination.
- 33.6 The Company reserves the right to review and, if necessary, change the Client's Categorisation in accordance with applicable laws and regulations. The Company shall provide the Client with at least five (5) Business Days' advance Written Notice of any change in Categorisation, which may also involve a change in the type of Client Account. The Client shall be deemed to accept the change on the specified date unless, prior to that date, the Client informs the Company in writing of their decision to terminate the Agreement without accepting the change.

34. Governing Law and Jurisdiction

- 34.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Cyprus.

35. Entire Agreement and Severability

- 35.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes any prior agreements, representations, understandings, and conditions, whether express

or implied, oral or written, relating to such subject matter.

- 35.2 If any provision of this Agreement is held by a court of competent jurisdiction or any regulatory authority to be invalid, unlawful, unenforceable, or in contravention of any applicable law or regulation of the Republic of Cyprus, such provision shall be deemed severed and shall be null and void to the extent of such invalidity, without affecting the validity, legality, or enforceability of the remaining provisions of this Agreement.