

CLIENT AGREEMENT

TERMS & CONDITIONS OF BUSINESS

TABLE OF CONTENTS

1. INTRODUCTION 5
2. ELECTRONIC SIGNATURES AND ACCEPTANCE OF AGREEMENT(S) 7
3. DEALINGS WITH US 8
4. CLIENT ACKNOWLEDGEMENTS 10
5. CLIENT ACCOUNTS 13
6. QUOTES AND PRICING 14
7. ORDERS 15
8. CONFLICTS OF INTEREST 18
9. OPENING A TRANSACTION 19
10. CLOSING A TRANSACTION 19
A. TRANSACTIONS WITH NO EXPIRY DATE 19
B. TRANSACTIONS WITH AN EXPIRY DATE 20
11. ELECTRONIC TRADING SERVICE 22
12. AUTHORISED REPRESENTATIVES 27
13. MANIFEST ERROR 28
14. PROHIBITED TRADING TECHNIQUES 29
15. FEES AND CHARGES 33
16. CLIENT MONEYS TRUST ACCOUNT (CMTA) 35
17. MARGIN 38
18. PAYMENTS, SET-OFF AND NETTING 40
19. COMMUNICATIONS 42
20. EVENTS OF DEFAULT 44

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

21. ACTION FOLLOWING AN EVENT OF DEFAULT 45
22. INDEMNITY AND LIMITATION OF LIABILITY 46
23. REPRESENTATIONS AND WARRANTIES 49
24. CREDIT 50
25. FORCE MAJEURE EVENTS 51
26. CORPORATE EVENTS, TAKEOVERS, VOTING RIGHTS, INTEREST AND DIVIDENDS 51
A. CORPORATE EVENTS 51
B. TAKEOVERS 52
C. VOTING RIGHTS 53
D. INTEREST 53
E. DIVIDENDS 53
27. KNOW YOUR CLIENT AND AML 54
28. PRIVACY 54
29. TERMINATION 55
30. MISCELLANEOUS 56
31. DEFINITIONS 57
32. INTERPRETATION 67
SCHEDULE 1 – TERMS FOR TRADING IN CFDS 68
1. SCOPE OF THIS SCHEDULE 68
2. DEFINITIONS 68
3. OPENING A CFD TRANSACTION 69
4. CLOSING A CFD TRANSACTION 69
5. TRIGGER EVENTS 71
6. TERMINATING A CFD 71

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

CLIENT AGREEMENT

TERMS & CONDITIONS OF BUSINESS

1. INTRODUCTION

1.1. A reference in this document to "*we*", "*us*", "*FinPros*", "*our*", "*ours*" and "*ourselves*" (as appropriate) is a reference to 'FinPros Financial Ltd', a company registered in Seychelles with company registration number: 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles. 'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd'.

1.2. A reference to "*you*", "*your*" or "*yours*" is a reference to you, the Client.

1.3. These terms (including any Schedules), once we have accepted your application and opened an Account for you, will form a legally binding contract (Agreement) between you and us and will govern all Transactions entered into between FinPros and you and all dealings between you and FinPros.

1.4. All of the Financial Products or financial services we provide are subject to the general terms in this Agreement (including the Schedules) which apply to particular financial services you may receive or particular Financial Products we issue to you.

1.5. You should read this Agreement carefully, including any other disclosure documents that we supply to you in connection with your Account.

1.6. This Agreement includes, in addition to any Schedules and the Client registration form completed by you through our Website, any information provided to you during the Client registration procedure.

1.7. In addition, there are other documents and information available on our Website, which are incorporated herein by reference and do form part of this Agreement, and which provide more details on us and your activities carried on with us, such as:

a) our '**Best Interest & Order Execution Policy**', which explains how trades are executed;
b) our '**Leverage and Margin Policy**', which explains the leverage and margin conditions applicable when you trade with us;

c) our '**Complaints Handling Policy & Procedures**', which set out the procedures that needs to be followed in the event that a Client wishes to complain about our services and explains how your complaint will be handled;
d) our '**Website Terms & Conditions of Access & Use**', which apply to your access and use of our Website(s);
e) our '**Deposits and Withdrawals Policy**', which explains how to deposit and withdraw funds to and from your trading Account.
f) our '**Risk Disclosure Notice**', which summarizes the key risks involved in trading CFDs.
g) our '**Privacy Policy**', which explains how we deal with certain information you provide to us;

1.8. Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Applicable Laws, Rules and/or Regulations and if there is any conflict between this Agreement and the Applicable Laws, Rules and/or Regulations, the Applicable Laws, Rules and/or Regulations will prevail.

1.9. This Agreement will come into effect when we accept your application and open your Account.

1.10. In this Agreement, capitalized words and expressions have their meanings in clause 31.1 (unless those words are defined in a particular clause).

1.11. This Agreement (amongst other things) also sets out the basis on which we will enter into Transactions with you and governs each Transaction entered into or outstanding between you and us on or after this Agreement comes into effect.

1.12. You will be classified and treated as a retail client unless we are otherwise required to treat you as a wholesale client. If you apply to be categorized as a wholesale client, we will notify you of our decision and of your classification in writing.

1.13. This Agreement does not, and you acknowledge that it does not constitute any personal advice, financial advice, tax advice nor a recommendation or opinion that a particular Financial Product or financial service is suitable appropriate for you.

1.14. All dealings pursuant to this Agreement and in the Financial Products between us are subject to the Applicable Laws, Rules and/or Regulations.

1.15. FinPros does not accept Clients who are under 18 years old.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

2. ELECTRONIC SIGNATURES AND ACCEPTANCE OF AGREEMENT(S)

2.1. You hereby expressly acknowledge and agree that: (a) by clicking in the appropriate space, or on the "I Accept" button, the "Submit" button, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement and/or any additional documents, information and/or other legal notices and statements (forming part of the Agreement or otherwise) contained on our Website(s) and/or Electronic Trading Platform, and/or (b) by accessing or using, and/or by continuing to access or use, our Electronic Trading Platform, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the terms and conditions set out in this Agreement and/or any additional documents, information and/or other legal notices and statements (forming part of the Agreement or otherwise) contained on our Website(s) and/or Electronic Trading Platform, as they may apply to you.

2.2. You hereby agree to communications being made, and to the delivery of this Agreement and/or any additional documents, information and/or other legal notices and statements (forming part of the Agreement or otherwise) contained on our Website(s) and/or Electronic Trading Platform via electronic media (including, without limitation, Electronic Messaging, Website postings, e-mail, or other electronic means) to the extent permitted by any Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Website(s) and/or Electronic Trading Platform and/or in relation thereto, shall, to the extent permitted by any Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be "signed" and/or "in writing". Accordingly, any such documents that are delivered to you electronically shall be deemed to be "in writing".

2.3. If your signature or acknowledgement is required or requested with respect to any such document and you "click" in the appropriate space, or on the "I Accept" button, the "Submit" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Website(s) and/or Electronic Trading Platform, you will be deemed to have "signed" and/or "acknowledged" the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under any Applicable Laws, Rules

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

and/or Regulations in any jurisdiction, which require an original (non-electronic) signature or delivery or retention of non-electronic records. You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if you revoke your consent, your access to an/or use of our Electronic Trading Platform may be restricted or terminated, at our sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

3. DEALINGS WITH US

3.1. We will act as principal in Transactions with you and not as agent on your behalf.

3.2. You will enter into each Transaction with us as principal and not as agent for any undisclosed person. This means that unless we have otherwise agreed in writing, we will treat you as our Client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you, whether you are dealing with us directly or through an agent. If you act in connection with or on behalf of someone else, whether or not you identify that person to us, we will not accept that person as an indirect Client of ours and we will accept no obligation to them unless otherwise specifically agreed by us in writing.

3.3. Dealings with you will be carried out by us on an execution-only basis unless otherwise agreed by us.

3.4. You agree that, unless otherwise provided in this Agreement, we are under no obligation:

a) to satisfy ourselves as to the suitability of any Transaction or Contract for you;
b) to monitor or advise you on the status of any Transaction;
c) to make Margin calls; or
d) to Close Out any Transaction that you have opened.

3.5. You will not be entitled to ask us to provide you with investment advice relating to a Transaction or ask us to make any statement of opinion to encourage you to open a particular Transaction.

3.6. We may, in our absolute discretion, provide information:

a) in relation to any Transaction about which you or your authorized representative have enquired, particularly regarding procedures and risks attaching to that Transaction; and

b) by way of factual market information.

We will, however, be under no obligation to disclose such information to you and in the event of us supplying such information it will not constitute personal advice. If, notwithstanding the fact that dealings between you and us are on an execution-only basis, a representative of FinPros makes a statement of opinion (whether in response to your request or otherwise) regarding any Financial Product or Transaction, you agree that it is not reasonable for you to, nor will you be entitled to, rely on such statement and that it will not constitute personal advice.

3.7. You acknowledge and agree that:

a) any information given by us in respect of your dealings with us constitutes general financial product advice only;

b) any information provided to you will not take into account your personal objectives, financial situation or needs; and

c) you should, before opening any Transactions, consider the appropriateness of the information, having regard to your personal objectives, financial situation and needs.

3.8. You agree to rely on your own judgement in opening, Closing Out, or refraining from opening or Closing Out a Transaction with us.

3.9. We will not, in the absence of fraud, willful default or negligence be liable for any Loss (including, without limitation, indirect or consequential losses or loss of opportunity or profits arising from any failure by you to make any anticipated profits), costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information or advice, or unsuitability of any advice, given to you, including without limitation, information or advice relating to any of your Transactions with us.

3.10. Subject to our right to void or Close Out any Transaction as set out in this Agreement, any Transaction opened by you following such inaccuracy or mistake will nonetheless remain valid and binding in all respects on both you and us.

3.11. You acknowledge that information contained in the Contract Details is indicative only and may, at the time when you open or Close Out a Transaction, have become inaccurate. The more accurate details will be those displayed in your Account through the Electronic Trading Service.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

3.12. You agree that, subject to the Applicable Laws, Rules and/or Regulations, we may provide you with any such supplementary Product Disclosure Statement or new Product Disclosure Statement by publishing it on our website(s). In addition, we may in our discretion, send any supplementary Product Disclosure Statement or new Product Disclosure Statement to you by email or by post at the relevant email address or postal address last notified by you to us.

3.13. We reserve the right to require you to pay, or reimburse us for stamp duty and/or transfer taxes in the event of a change in the basis of stamp duty rates, transfer tax rates or the Applicable Laws, Rules and/or Regulations. We also reserve the right to charge you for the provision by us to you of market data (be that raw or derived market data) but we will notify beforehand if these charges will be applied.

3.14. We offer different types of Accounts with different characteristics and features. Depending on your knowledge and experience and the type of Transactions you generally enter into with us, some of these Account types may not be available to you. We reserve the right to convert your Account into a different account type if, acting reasonably, we determine that a different type of account is more appropriate for you. We also reserve the right to change the features and eligibility criteria of our accounts at any time and we will provide prior notification of such changes on our website, by email or on our Electronic Trading Service.

3.15. From time to time, we may make additional services or specific types of Financial Products available to you, for example, spot foreign exchange contracts. Such additional services or Financial Products may be subject to special conditions.

3.16. FinPros has discretions under this Agreement, which can affect your Transactions. You do not have any power or right to direct how we exercise those discretions. We will, however, have regard to our obligations under our Securities Dealer License ("***SDL***") when exercising our discretion.

4. CLIENT ACKNOWLEDGEMENTS

4.1. You, the Client, acknowledge and confirm to us for our benefit in relying on the following:

a) you (or, if a corporate entity, your directors) have read and understood all documentation provided to you by us including this Agreement and any other disclosure

documents in relation to any Financial Products which you request FinPros to make available to you in relation to your Account;

b) you agree to be bound by this Agreement;

c) all dealings in Financial Products and the performance by us of our obligations under this Agreement are subject to the Applicable Laws, Rules and/or Regulations;

d) FinPros relies on your representation that at all times you will be able to make payments and fulfil all commitments on your part arising under this Agreement and under the conditions applicable to dealings between you and FinPros;

e) that trading in Transactions incurs a risk of loss as well as a potential for profit;

f) that dealing in the Contracts is highly speculative and you may lose more than your Initial Margin, Variation Margin and other payments you make to us;

g) it is your obligation to continuously monitor your Account and ensure that it constantly has sufficient Margin Cover;

h) you will indemnify and keep indemnified us and each of its related bodies corporate and their respective directors, officers, employees and agents from and against all sums of money, actions, proceedings, suits, Claims, complaints, Loss, demands, damages, costs, expenses and any other amounts whatever claimed against any of them;

i) FinPros is not required to act in accordance with your instructions if in our opinion to do so would or could constitute a breach by us or our agent or hedge counterparty or any other Applicable Laws, Rules and/or Regulations;

j) if errors have occurred in the pricing of Transactions quoted by us to the Client, we may choose not to be bound by such Transactions (without further liability to the Client) if we believe that there was a Manifest Error at the time of the Transaction;

k) Financial Products traded on the Electronic Trading Service will not be settled by the physical or deliverable settlement of the Underlying Instrument. Depending on the Financial Product, they are generally rolled or “swapped” indefinitely until Closed Out; - electronic trading service

l) an Open Position must remain open for the minimum period of time as determined by us and cannot be Closed Out by you during this period;

‘FinPros.com’ is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority (‘FSA’) as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

m) the English version of this Agreement prevails over any other translated version of this Agreement; and

n) You agree with the deposit and withdrawal terms set out in our 'Deposits and Withdrawals Policy'.

4.2. You acknowledge and authorize us to record any or all incoming and outgoing phone calls with you without making a disclosure to you, every time you speak with a representative of FinPros. These calls may be recorded with or without an audible tone. You agree that we may use such recordings for the purposes of monitoring and training its staff, monitoring compliance with you and our respective regulatory and contractual obligations and resolving disputes. If there is a dispute between you, and us you have the right to listen to any recording of those conversations (if still available). Nothing in this Agreement obliges us to keep a recording or to notify you that we have eliminated a recording.

4.3. Recordings may be used to assess the performance of or to train our representatives, monitoring compliance with our respective regulatory and contractual obligations and resolving disputes.

4.4. You agree to examine the terms of each Confirmation immediately upon receipt and you agree that the contents of a Confirmation, in the absence of Manifest Error, will be conclusive evidence of the executed Transaction, unless within forty-eight (48) hours of issue of a written Confirmation you notify us of any disputed detail in the Confirmation received by you.

4.5. Complaints (which do not include disputed details) must be referred to us in accordance with our policies and procedures from time to time for dispute resolution. Unresolved complaints can be referred to the Financial Services Authority of Seychelles (FSA) at PO Box 991, Bois de Rose Avenue, Roche Caiman, Victoria, Mahé, Republic of Seychelles.

4.6. All representations, warranties and acknowledgments given by you under this Agreement are taken to have been made at the time you complete the Application Form and are taken to have been repeated by you:

a) each time you place an Order with us;

b) each time you enter into a Transaction with us; and

c) each time we do anything or refrain from doing something under this Agreement or as contemplated by this Agreement in connection with your Account or any Transaction.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

5. CLIENT ACCOUNTS

5.1. All of your dealings (including Transactions) will be within your Client Profile established with us, which may include several trading accounts within that Client Profile.

5.2. Unless you have specifically requested us to open separate Accounts, you will be taken to have only one Client Profile, with Transactions in respect of each Financial Product or financial service provided to you being recorded under that Client Profile.

5.3. A Client may be comprised of two or more persons. If the Client is comprised of more than one person then the Account will be deemed to be held by the persons as joint tenants. The joint holding will only be deemed not to be held as joint tenants if there is a court determination that it is not held as joint tenants.

5.4. Each person constituting the Client (as recorded on the Application Form) are jointly and severally liable for the obligations under this Agreement, and we may act on the instructions of any one of those persons.

5.5. The calculations, reporting and administration may be performed by us separately for each Account, so that (without limitation):

a) Margin calculations may be managed, and enforcement action may be taken for each Account separately;

b) we may at any time aggregate one or more Accounts (for reporting or managing Margins or otherwise for the purposes of this Agreement), even if you cannot immediately access reports for aggregated Accounts;

c) we may set off any amount owing by you (including any negative balance in one or more Accounts) against any amount we owe you in any other Account, without notice.

5.6. We may choose, in our absolute discretion, which Financial Products, Transactions, cash, or account balance or other property to apply to offset a debt owed by you to us. For the avoidance of doubt, this right of set off (and other rights of set off under this Agreement) apply in respect of rights and obligations across more than one trading Account. You agree that we may apply the set off as among one or more trading Accounts, before an Event of Default on and following an Event of Default.

5.7. We may, with or without prior notice, and in addition to any other rights we have under this Agreement, do any one of or all of the following:

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

a) Close-Out or cancel all or part, as we reasonably consider appropriate, any Transaction;

b) reduce your positions limits;

c) refuse your Orders;

d) suspend your Account (if we reasonably consider that appropriate);

e) terminate this Agreement (if we reasonably consider that appropriate);

f) adjust the price, size or value of an Open Position; or

g) adjust the Margin Cover requirement.

6. QUOTES AND PRICING

6.1. Upon your request and in accordance with this clause we will quote a higher and lower figure for each Transaction ("***our Bid and Ask prices***"). Subject to clause 7.10, either these figures will be effectively based on comparable Bid and Ask prices in the Underlying Market or they will be our own Bid and Ask prices.

6.2. You acknowledge that our Spreads can widen significantly in certain circumstances and that they may not necessarily be the same size as the examples given in the Contract Details or on the Website and that there is no limit on how large they may be.

6.3. You acknowledge that when a Transaction is Closed Out, the Spread may be wider or smaller than the Spread when the Transaction was opened. You acknowledge that we will set such figures in our reasonable discretion. The Spread quoted by us will reflect our view of prevailing market conditions.

6.4. You acknowledge that our Quotes for dealing in our Financial Products are indicative only and so, are subject to the actual Quote at the time of execution of your Transaction. There is no assurance that the Contracts will actually be dealt with at the indicative Quote, especially if you delay placing the Order.

6.5. Quotes can only be given, and Transactions made during the open market hours of the relevant Exchange or market on which the Underlying Instruments are traded. The open hours of the relevant Exchanges are available on the Electronic Trading Service under the specifications of each Underlying Instrument.

6.6. We may, at any time and in our sole discretion, without prior notice impose limits on our Financial Products in respect of particular Underlying Instruments. Ordinarily, we would only do this if the market for the particular Underlying Instrument has become illiquid or

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

its trading status has been suspended or there is some significant disruption to the markets, including the Electronic Trading Services.

6.7. You should be aware that the market prices and other market data, which you view through the Electronic Trading or other facilities, which you arrange yourself, may not be current or may not exactly correspond with the prices for our Financial Products offered or dealt by us.

6.8. If you access your Accounts and the Electronic Trading Services outside of the hours when Orders may be accepted, you should be aware that the Orders may be processed at a later time when the relevant Exchange or market is open to trading, by which time the market prices (and currency exchange values) might have changed significantly.

6.9. We may notify you of certain Financial Products in respect of which we will not provide a Quote, restrictions on the amount for which we will price, or other conditions that may apply to our Quote, but any such notification (or failure to notify) will not be binding on us.

6.10. If we choose to provide a Quote, we may provide it either verbally, by telephone or electronically via our Electronic Trading Services or by such other means as we may from time to time notify to you.

6.11. Our provision of a Quote (whether by telephone, Electronic Trading Service, or otherwise) does not constitute an offer for you to open or Close Out a Transaction at those levels.

6.12. You can only enter into a Transaction at the Quote provide by us (including through the Electronic Trading Service). We may, acting reasonably, accept or reject your Order at any time until the Transaction has been executed or we have acknowledged that your Order has been withdrawn.

7. ORDERS

7.1. You enter into a Transaction with us by placing an Order and when that Order has been received and accepted by us. Our acceptance of an Order to open or Close Out a Transaction, and thus the execution of the Transaction, will be evidenced by a Confirmation.

7.2. Any delay or errors in the transmission of an Order or the execution of your instructions will not be our responsibility nor are we liable for them (except to the extent that responsibility cannot be excluded by law).

7.3. You do not have a contract with us unless and until the moment, your Order is actually executed. This will be shown on your Account.

7.4. If we become aware that any of the factors set out in clause 7.5 (but we are not limited to only these factors) are not satisfied at the time you place an Order (in our reasonable opinion), we reserve the right to reject your Order. If we have already opened or Closed Out a Transaction prior to becoming aware that a factor set out in clause 7.5 has not been satisfied (in our reasonable opinion) we may, in our absolute discretion, either treat such a Transaction as void from the outset or Close Out the Transaction at the prevailing price or take any other steps that we consider necessary (as determined by us).

7.5. The factors referred to in clause 6.4 include, but are not limited to, the following:

a) the Quote must be obtained from us;

b) the Quote must not be expressed as being given on an "indicative only" or similar basis;

c) if you obtain the Quote by telephone:

(i) it must be given by a representative of FinPros;

(ii) your Order must be given during the same telephone conversation in which you obtained the Quote; and

(iii) the FinPros' representative must have confirmed that the Order has been accepted by us;

d) if you obtain the Quote electronically via our Electronic Trading Service, your Order and our acceptance of it, must be given while the Quote is still valid;

e) the Quote must not be a Manifest Error;

f) when you place an Order, the number of shares, contracts or other units in respect of which the Transaction is to be opened must be neither smaller than the Minimum Trade Size nor larger than the Normal Market Size;

g) when you offer to Close Out part but not all of a Transaction, both the part of the Transaction that you offer to Close Out and the part that would remain open (subject to our acceptance of the Order) must not be smaller than the Minimum Trade Size;

h) a Force Majeure Event must not have occurred;

i) when you offer to open a Transaction an Event of Default must not have occurred, nor must you have acted in such a way as to trigger an Event of Default;

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

j) the telephone or Electronic Conversation in which you place an Order must not be terminated before we have received and accepted your Order;

k) when you offer to open or Close Out any Transaction, the opening of the Transaction must not result in you exceeding any credit or other limit placed on your dealings with us.

7.6. We may refuse to accept an Order (including but not limited to any Order that relates to black-box trading, scalping, churning, arbitrage or any similar trading practices) and we may place a limit on any Order or place other conditions on the receipt of instructions or Orders, in our absolute discretion and for any reason.

7.7. We may at any time use, add and change filters within an Electronic Trading Service, which prevent delivery of Orders or execution of Orders. We will notify you of any refusal or limitation as soon as reasonably practicable, unless we are prevented by law or by a direction from a regulatory authority from notifying you.

7.8. We may cancel or amend an Order:

a) if required by Applicable Laws, Rules and/or Regulations to do so;

b) in the event of an error (including a Manifest Error);

c) if we consider the cancellation or amendment appropriate, having regard to the desirability to maintain a fair and orderly market, our obligations as the holder of an SDL or as a participant or user of the relevant Exchange and our other legal and regulatory obligations; or

d) if the Underlying Instrument, the subject of the Transaction has been subject to a trading halt on an Exchange and you have not reconfirmed instructions.

7.9. We reserve the right to refuse an Order, which is larger than the Normal Market Size. Our Quote for a Transaction equal to or greater than Normal Market Size is not guaranteed to be within any specific percentage of any Underlying Market or related market quotation and our acceptance of your Order may be subject to special conditions and requirements that we will notify you at the time we accept your Order. We will inform you of the Normal Market Size for a particular Transaction if requested by you.

7.10. Where an Underlying Instrument trades on multiple Underlying Markets, you agree that we may, but are not required, to base our Quote on the aggregate prices in the Underlying Markets for the Underlying Instrument.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

7.11. We will make reasonable efforts to effect any instructions to cancel or amend Orders as quickly as possible. If, however, an Order is filled prior to a cancellation or amendment instruction being effected, you are obliged to accept the Transaction on the original terms prior to your amendment or cancellation instruction, unless the Transaction itself is cancelled or amended.

7.12. You acknowledge that we do not operate any discretionary accounts and we will, unless otherwise expressly provided by this Agreement, only act on your instructions.

7.13. Unless otherwise specified in this Agreement, all Orders will remain open until either cancelled by you or purged by the Electronic Trading Service. We do not accept responsibility for reinstating lapsed Orders or for contacting you to seek new instructions.

7.14. You must not instruct us to submit an Order to enter into a Transaction which would breach or cause us or any other person to breach the Act, the Applicable Laws, Rules and/or Regulations or any other laws including, without limitation, any law or the Rules in relation to:

a) market manipulation, false trading, market rigging, fictitious transactions, black box trading, high frequency trading, scalping, churning, wash trading or matching of Orders;

b) insider trading;

c) short selling;

d) creating a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or

e) misleading or deceptive conduct.

8. CONFLICTS OF INTEREST

8.1. We are required by law to take all reasonable steps to identify conflicts of interests between ourselves, our Associated Companies and our Clients, or between one Client and another, that arise in the course of providing our financial services.

8.2. Subject to the Applicable Laws, Rules and/or Regulations, we may pay to and accept from third parties (and not be liable to account to you) benefits, commissions or remunerations which are paid or received as a result of Transactions entered into by you.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

8.3. We may give general financial product advice or provide other financial services (in accordance with our SDL) to another Client about or concerning the Underlying Market in relation to which you enter a Transaction.

8.4. We are not under any obligation to account to you for any profit, commission or remuneration made or received from or because of Transactions or circumstances in which we have a material interest or where in particular circumstances a conflict of interest may exist.

8.5. You acknowledge that you are aware of the possibility that the conflicts disclosed in this clause will arise and consent to us acting notwithstanding such conflict.

9. OPENING A TRANSACTION

9.1. The particular terms of each Transaction are agreed between you and us before entering into a Transaction.

9.2. Before you enter into a Transaction, you are required to have sufficient Account Value to satisfy the Initial Margin requirements for the relevant number of contracts. The payments you make to us are either held as Margin or withdrawn to pay the amounts for Realized/Unrealized Losses or any fees and charges, which you may owe.

9.3. You will open a Transaction by "buying" or "selling". In this Agreement, a Transaction that is opened by "buying" is referred to as a "Buy Transaction" and may also, in our dealings with you, be referred to as "long" or "long position". A Transaction that is opened by "selling" is referred to as a "Sell Transaction" and may also, in our dealings with you, be referred to as "short" or "short position".

9.4. When you open a Buy Transaction, the Opening Level will be the higher price quoted by us for the Transaction and when you open a Sell Transaction, the Opening Level will be the lower price quoted by us for the Transaction.

9.5. A Transaction must always be made for a specified number of the Underlying Instrument.

9.6. Subject to any other provision in this Agreement, each Transaction opened by you will be binding on you notwithstanding that by opening the Transaction you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us.

10. CLOSING A TRANSACTION

A. TRANSACTIONS WITH NO EXPIRY DATE

10.1. Subject to any other provision in this Agreement and any requirement, which we may specify in relation to Linked Transactions, you may Close Out an Open Position or any part of such Open Position at any time.

10.2. When you Close Out an Open Position, the Closing Level will be, if you are Closing Out an Undated Buy Transaction, the lower figure then quoted by us and, if you are Closing Out an Undated Sell Transaction, the higher figure then quoted by us.

10.3. At any time, you may give FinPros notice of your intention to Close Out any Transaction (whether in whole or part) by specifying the Underlying Instrument and the quantity that you wish to close. This must be done by you placing an Order, which, if accepted, would Close Out the Undated Transaction that you wish to close.

10.4. Upon receipt of notice of intent to Close Out an Undated Transaction (by way of receiving your Order), FinPros will use reasonable endeavors to provide the Closing Level (by way of indicating prices to Close Out your Open Positions) and notify you of that quote (by the Electronic Trading Service or otherwise). It is your obligation to notify FinPros as soon as possible, as to whether you are willing to accept the Closing Level. If you accept the Closing Level quoted by FinPros, the Undated Transaction, or relevant portion of the Undated Transaction, will be Closed Out by issuing you with a Contract which is equal but opposite to the open Contract, or relevant portion of the Contract, to be Closed Out.

10.5. If the Underlying Instrument for the Contract is on terms that provide for its redemption, exchange or termination and you do not give notice to FinPros of your intention to Close out the Contract or to roll it over on terms and by the time acceptable to FinPros (whether or not you have any prior notice of that), you will be deemed to have given notice to FinPros to Close Out that Contract at the Closing Level reasonably determined by FinPros. In this case, FinPros will Close Out the Contract as at the time it determines.

10.6. At the Close Out, if there is a difference between the Closing Value and the Contract Value of the Contract it must be accounted for in the following way:

a) if the Closing Value is greater than the Contract Value, the Short Party must pay to the Long Party the difference; and

b) if the Closing Value is less than the Contract Value, the Long Party must pay to the Short Party the difference.

B. TRANSACTIONS WITH AN EXPIRY DATE

10.7. Subject to this Agreement and any requirement we may specify in relation to Linked Transactions, you may Close Out an open Expiry Transaction or any part of such open Expiry Transaction at any time prior to the Last Dealing Time for that Transaction.

10.8. Details of the applicable Last Dealing Time for each Expiry Transaction will normally be available in our Electronic Trading Service under the specifications of each Underlying Instrument. It is your responsibility to make yourself aware of the Last Dealing Time or, as the case may be, the expiry time for a particular Expiry Transaction.

10.9. When you Close Out an Expiry Transaction prior to the Last Dealing Time for the Expiry Transaction, the Closing Level will, if the Expiry Transaction is a Buy Transaction, be the lower figure then quoted by us and if the Expiry Transaction is a Sell Transaction, the higher figure then quoted by us.

10.10. If you do not Close Out an Expiry Transaction in respect of an Underlying Instrument on or before the Last Dealing Time then, subject to clause 10.15, we will Close Out your Expiry Transaction as soon as we have ascertained the Closing Level of the Expiry Transaction. The Closing Level of the Expiry Transaction will be:

a) the last traded price at or prior to the close or the applicable official closing quotation or settlement price in the relevant Underlying Market as reported by the relevant Exchange plus or, as the case may be, minus;

b) any Spread that we apply when such an Expiry Transaction is Closed Out. Details of the Spread that we apply when a particular Expiry Transaction is Closed Out will be set out in your Account.

10.11. You acknowledge that it is your responsibility to make yourself aware of the Last Dealing Time and of any Spread or commission that we may apply when an Expiry Transaction is Closed Out.

10.12. You acknowledge that it is your responsibility to make yourself aware of the next applicable contract period for an Expiry Transaction and that effecting the rollover of an Expiry Transaction may result in you incurring losses on your Account.

10.13. Any agreement as to rolling over an Expiry Transaction or any other Transaction is entirely at our discretion and we reserve the right to refuse to rollover an Expiry Transaction or any other Transaction, despite any instruction you have given us, if we determine, acting reasonably, that to effect a rollover would result in you exceeding any credit or other limit placed on your dealings with us.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

10.14. Where we do effect a rollover of an Expiry Transaction or any other Transaction, the original Expiry Transaction will be Closed Out at or just prior to the Last Dealing Time and become due for settlement and a new Expiry Transaction will be created; such closing and opening terms will be on our terms.

10.15. Where an Expiry Transaction is in excess of four (4) times the Normal Market Size, or where any number of such Expiry Transactions are together in excess of (4) times the Normal Market Size, and where such Expiry Transaction(s) has not already been Closed Out prior to the Last Dealing Time, we reserve the right to automatically roll over the Expiry Transaction(s) to the next contract period where we reasonably believe it is in your best interests or the best interests of our Clients as a whole to do so.

10.16. If we choose to roll over your Transaction(s), we will generally try to contact you before the Last Dealing Time, but for the avoidance of doubt we may roll your Expiry Transaction(s) even if we have not contacted you and we will not be liable whatsoever for not contacting you.

10.17. If a Transaction is Closed Out, or settlement for difference being made:

a) we will credit to your Account any amount payable by us to you; or

b) you must pay to us any amount payable by you to us in cleared funds in any such currency that we may require immediately upon the payment request being made.

10.18. If there is any surplus Margin in your Account, any amount owing by you in accordance with this will be settled in whole or in part by debiting your Account with us.

10.19. When you Close Out a Transaction, you must pay us any commission, fees and other charges as disclosed in, the Electronic Trading Service or the Website.

10.20. Unless we agree otherwise, all sums payable by you pursuant to this clause are due immediately upon the Closing Level of your Transaction being determined by us.

10.21. We reserve the right to alter the Closing Level.

11. ELECTRONIC TRADING SERVICE

11.1. You represent and warrant that you are aware of all Applicable Regulations that apply to Electronic Trading Services that you use and that your use of the Electronic Trading Services will comply with all Applicable Regulations and this Agreement as amended from time to time.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

11.2. The provisions of this clause are in addition to the other clauses in this Agreement and govern your use of the Electronic Trading Service or any information service we provide or make available to you (including, without limitation, all software and communication links) under which you may:

a) place your Orders or transmit other instructions to us or other persons;

b) enquire as to the availability or pricing or value of one or more Financial Products;

c) receive market data and other information in relation to one or more Financial Products; or

d) receive Confirmations, Account balances or other information in connection with your Account or Transactions.

11.3. We have no obligation to accept, or to execute or cancel, all or any part of a Transaction that you seek to execute or cancel through an Electronic Trading Service. Without limitation of the foregoing, we have no responsibility for instructions or transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

11.4. You authorize us to act on any instruction given or appearing to be given by you using the Security Data and received by us in relation to any Electronic Trading Service you use (Electronic Instruction).

11.5. We are not obliged to act on any Electronic Instruction, or to execute or otherwise enter into any particular Transaction, and we do not need to give any reasons for declining to do so.

11.6. Unless we agree otherwise with you, you will have no right to amend or revoke an Electronic Instruction once received by us.

11.7. You will be responsible for the genuineness and accuracy, both as to content and form, of any Electronic Instruction received by us.

11.8. You acknowledge that we have the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Electronic Trading Service, or your access to any Electronic Trading Service, to change the nature, composition or availability of any Electronic Trading Service, or to change the limits we set on the trading you may conduct through any Electronic Trading Service.

11.9. All prices shown on any Electronic Trading Service are indicative and are subject to constant change.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

11.10. Use of any high speed or automated mass data entry system with the Electronic Trading Service will only be permitted with our prior written consent, exercised in our sole discretion.

11.11. Where we permit electronic communications between you and us to be based on a customized interface using a protocol such as FIX API, those communications will be interpreted by and subject to any rules of engagement for such interface protocol that are provided to you.

11.12. You are required to test any customized interface prior to using it in a live environment and you agree you will be responsible for any errors or failure in your implementation of the interface protocol.

11.13. FinPros has no obligation to resubmit Orders purged from any Electronic Trading Service.

11.14. An Electronic Trading Service may be a proprietary service provided by us, or a service provided to you by a third party pursuant to an arrangement with us. Where we grant you access to an Electronic Trading Service, we will grant you, for the term of this Agreement, a non-exclusive, revocable and non-transferrable license to use our Electronic Trading Service pursuant to and in strict accordance with the terms of this Agreement.

11.15. We are providing the Electronic Trading Services to you only for your personal use and only for the purposes outlined in this Agreement.

11.16. You must not sell, lease, or provide, directly or indirectly, the Electronic Trading Services or any portion of the Electronic Trading Services to any third party except as permitted by this Agreement.

11.17. You acknowledge that all proprietary rights in the Electronic Trading Services are either owned by us or by any applicable third-party service providers selected by us who have made available to us all or part of the Electronic Trading Services.

11.18. You receive no copyright, intellectual property rights or other rights in or to the Electronic Trading Services, except those specifically set out in this Agreement.

11.19. You must protect and not violate those proprietary rights in the Electronic Trading Services and honor and comply with our reasonable requests to protect us and our third-party service providers' contractual, statutory and common law rights in the Electronic Trading Services. If you become aware of any violation of our or our third-party service providers' proprietary rights in the Electronic Trading Services, you must notify us in writing immediately.

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

11.21. For some Electronic Trading Services software may be downloaded by you on one or more Systems but under no circumstances are you permitted to use the Electronic Trading Service on more than one System at any one time.

11.22. You will take all reasonable steps to ensure that no computer viruses, worms, Trojan horses, software bombs or similar items are introduced into the System or software you use to access our Electronic Trading Services.

11.23. You agree that:

a) you must not use the Electronic Trading Service (or permit or procure any other person to use the Electronic Trading Service) until the Security Data has been provided by us;

b) the Security Data is confidential;

c) you are responsible for maintaining the confidentiality and use of that Security Data at all times and must procure that any of your authorized person maintains the confidentiality of the Security Data;

d) you will not permit, consent or allow any person to use the Security Data or to access or use the Electronic Trading Service using that Security Data;

e) you will not provide, disclose or make available the Security Data to any person;

f) you must notify us immediately upon becoming aware of any unauthorized use of the Security Data or the Electronic Trading Service;

g) there are significant risks in using an Electronic Trading Service to deal in our Financial Products because it is operated by computer and telecommunication systems, which are exposed to risks associated with the operation of such electronic system, including the failure of hardware and software and system down time, with respect to our Electronic Trading Service, the individual customer's systems, and the communications infrastructure (for example the internet) connecting the our Electronic Trading Service with customers.

h) you are responsible for becoming familiar with and must read any user manuals or materials in relation to the Electronic Trading Service.

11.24. You acknowledge and agree that all market data and information in relation to trading, volumes and pricing for a financial market provided through any Electronic Trading Service may be proprietary information of the relevant Exchange or financial market or another person and any display, dissemination or other use of that information may be subject to restrictions imposed by the financial market or other person. You are responsible for complying with any such restrictions.

11.25. You acknowledge and agree that:

a) you are only permitted to access and use the Electronic Trading Service, using the Security Data;

b) we are entitled to rely on all instructions given by, on behalf of, or apparently on your behalf, using the Security Data; despite any other provision of this Agreement, we are not liable for any Loss caused by us acting on instructions or other communications using the Security Data;

c) there may be delays in the processing, execution, amendment or cancellation of an Order entered through the Electronic Trading Service and:

(i) an Order may be filled before an instruction for its amendment or cancellation is processed;

(ii) you remain liable to settle the original Order, until any relevant amendment or cancellation is effected; and

(iii) FinPros will not be liable for any Loss incurred by you arising from any delay in the dissemination of market information or the processing of any Order;

d) the execution of an Order placed through the Electronic Trading Service may be delayed by filters or other electronic features of the electronic system;

e) we are not responsible for the processing, execution or cancellation of any Orders submitted through the Electronic Trading Service, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays; and

f) you are responsible for ensuring you have in place alternative arrangements for the execution of Orders or other services available through the Electronic Trading

Service, if the Electronic Trading Service or any aspect of it ceases to be available or subject to failure (including, for example, arrangements for the use of telephone or facsimile).

11.26. You are solely responsible for the implications and consequences of any unauthorized use of your Security Data and access of the Electronic Trading Service.

11.27. If a failure, interruption or malfunction of electronic communication between the parties prevents an Order from being placed, cancelled or amended then, without limiting any other right in this Agreement, neither party is liable to the other party for any Loss caused then by that failure, interruption or malfunction.

11.28. We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the software and such software and databases contained within the Electronic Trading Services and you will not in any circumstances, claim or assert any title, benefit or interest in them.

11.29. You agree with the terms set out in our Order Execution Policy.

12. AUTHORISED REPRESENTATIVES

12.1. FinPros may accept your authorization of another person (Authorized Representative) to give instructions and place Orders on your behalf. You must notify FinPros in your Application Form or otherwise in writing in a way permitted by FinPros of any such authorization, setting out the full name, telephone number, fax number, email address and signature of that person and be verified by an Authorized Representative, and any other information required by FinPros to identify and verify the Authorized Representative and, if you are a body corporate, by a director.

12.2. Any change or revocation of such authority is only effective upon receipt by FinPros of a signed written notice of change or revocation from you. If another person is later appointed an Authorized Representative, the notice must include the full name, telephone number, fax number, email address and specimen signature of that person and be verified by an Authorized Representative, and any other information required by FinPros to identify and verify the Authorized Representative and, if you are a body corporate, by a director.

12.3. You remain principally and solely liable and responsible for all acts (or omissions) of any Authorized Person even if such acts or omissions were outside the authority of the Authorized Person or they were fraudulent, in error, negligent or illegal.

13. MANIFEST ERROR

13.1. We may, without your consent, either determine a Transaction or Open Position from the outset or at any time amend the terms of any Transaction containing or based on any error that we reasonably believe to be a Manifest Error.

13.2. If, in our discretion, we choose to amend the terms of any such Transaction or Open Position due to a Manifest Error, the amended terms will be such level, as we reasonably believe would have been fair at the time the Transaction was entered into had the Manifest Error not occurred.

13.3. In deciding whether an error is a Manifest Error we will act reasonably, and we may (but not obliged to) take into account any relevant factors including, without limitation, the state of the Underlying Market at the time of the Manifest Error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered into or refrained from entering into in reliance on a Transaction with us will not be taken into account in deciding whether or not there has been a Manifest Error.

13.4. In the absence of our fraud, willful default or negligence, we will not be liable to you for any Loss, cost, claim, demand or expense following a determination of a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom we reasonably rely) or any action (or omission) taken (or omitted) by as a result.

13.5. If a Manifest Error has occurred and we choose to exercise any of our rights under this clause or any other provision in this Agreement, and if you have received any monies from us in connection with the Manifest Error, you agree that those monies are due and payable to us on our written demand and you agree to return an equal sum of those monies to us within the period stated in our written demand.

13.6. If a Transaction or Open Position is based on a Manifest Error, we may (in addition to our other rights) without your consent do any or all of the following:

a) amend the terms of a Transaction to reflect what we consider to have been the fair terms at the time the Transaction had been entered into had there been no Manifest Error;

b) Close Out the Transaction and any Open Positions resulting from it;

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

c) adjust or suspend your Account;

d) treat the Transaction as void from its inception;

e) refrain from taking action to amend or void the Transaction; or

f) any other action that we believe is appropriate under the circumstances.

13.7. We will exercise our rights under the above clauses reasonably, in good faith and as soon as reasonably practical after we become aware of the Manifest Error.

13.8. To the extent reasonably practicable, we will give you prior notice of any action we take under the above clauses; but if it is not reasonably practicable, we will give you notice as soon as reasonably practicable afterwards.

13.9. In the absence of fraud or gross negligence on our part, to the extent permitted by law we are not liable to you for any Loss, cost, claim, demand or expense that your incur or suffer (including loss of profits or indirect or consequential losses), arising from or connected with the Manifest Error including if the Manifest Error arises from an information service on which we rely.

14. PROHIBITED TRADING TECHNIQUES

14.1. ***Circumvention and Reverse Engineering***: You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our trading platform(s) and/or computer system(s). If, in our sole discretion, we were to determine that you are in breach of any provisions of the terms of our Agreement, we reserve the right, in our sole discretion, to block access to our trading platform(s), blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we further reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our trading platform(s); any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

14.2. ***Artificial Intelligence Software***: It is absolutely prohibited to use any software, which we determine, in our sole discretion, to have as its purpose to apply any kind of artificial in-

telligence software (*i.e.* software that is capable of intelligent behavior, including reasoning, learning, problem solving, perception, knowledge representation) to our trading platform(s) and/or computer system(s) with an ultimate goal to gain unfair advantage and exploit our trading platform(s); in the event that we determine, in our own discretion, that any such artificial intelligence software has been used, or is being used, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our trading platform(s), blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and or charge you with extra fees. In addition, we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our trading platform(s); any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

14.3. Moreover, it is absolutely prohibited to use any software in such a way, which can cause serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our Clients as regards the execution of their orders. In the event that we identify any such activity, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our trading platform(s), blocking and/or revoking your Access Codes and/or immediately terminating your Account. Moreover, you acknowledge that once your Account has been terminated we may liquidate any outstanding contracts/positions you have with us. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with us. Nonetheless, in cases where you may successfully open an Account and trade with us due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

14.4. ***Unlawful trading techniques***: Internet, connectivity delays, and price feed errors sometimes create a situation where the price(s) displayed on our trading platform(s) do(es) not accurately reflect the market rates. In that regard, we reserve the right, in our sole discretion, NOT to permit the use of trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet

delays (commonly known as "arbitrage", "sniping" or "fraudulent or deceitful scalping" hereinafter, collectively, referred to as "***Arbitrage***") on our trading platform(s) and/or in connection with our Services; any indication or suspicion, in our sole discretion, of any form of Arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, abuse of our 'no negative balance' policy, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, may, in our sole discretion, render all related Orders, Transactions and/or Contracts void, without prior notice being required; furthermore, in those instances, we reserve the right, in our sole discretion and without prior notice being required: (a) to make the necessary corrections or adjustments on the Account(s) involved (including, without limitation, adjusting the price spreads available to the Client); (b) to restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval); (c) to retrieve from the Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the Client relationship; (d) to terminate the Client relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or (e) to inform any interested third parties.

14.5. Furthermore, in these circumstances, you will be strictly prohibited from opening any new trading Account(s) and trade with us. Nonetheless, in cases where you may successfully open an Account and attempt to trade with us due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

14.6. We have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our trading platform(s); any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

14.7. ***Algorithmic trading or high-frequency algorithmic trading techniques***. We do not allow Clients to use 'algorithmic trading' or 'high-frequency algorithmic trading' techniques when using our trading platform(s), without our prior written consent.

14.8. Where we give Clients permission to use algorithmic trading and/or high-frequency algorithmic trading techniques, we may disclose, without prior notice to the Client(s) involved being required, information on the computer algorithms to the FSA or other competent authorities, Trading Venues, Liquidity Providers and such other persons as are required by the Applicable Laws, Rules and/or Regulations. –

14.9. Furthermore, in these circumstances, we reserve the right, in our sole discretion and without prior notice to the Client(s) involved being required, to take any action in connection with such algorithmic trading and/or high-frequency algorithmic trading techniques or any orders generated by such algorithmic trading and/or high-frequency algorithmic trading techniques, which we, in our sole discretion, deem necessary in order to ensure compliance with the Applicable Laws, Rules and/or Regulations.

14.10. In particular, any such actions which we may take in connection with such algorithmic trading and/or high-frequency algorithmic trading techniques or any orders generated by such algorithmic trading and/or high-frequency algorithmic trading techniques, may include, without limitation, any of the following:

a) the implementation and maintenance of limitations on the ratio of unexecuted orders to transactions entered through such algorithmic trading and/or high-frequency algorithmic trading techniques;

b) the implementation and maintenance of restrictions to limit, block, cancel or otherwise restrict the use of our trading platform(s) in relation to any aspect of such use (hereinafter "***Limits***"), including, without limitation:

(i) Instruments;

(ii) Orders;

(iii) positions and other risks taken;

(iv) messages;

(v) methods of trading (for example, using algorithmic trading and/or high-frequency algorithmic trading techniques);

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

c) increasing or decreasing the rate of execution of orders to transactions entered through such algorithmic trading and/or high-frequency algorithmic trading techniques;

d) imposing additional 'Pre-Trade Risk Controls', consisting of any of the above-mentioned Limits to all or certain 'orders' placed via our trading platform(s) by a computer algorithm, including controls filtering order price and quantity;

e) imposing additional 'Post-Trade Risk Controls', consisting of any of the above-mentioned Limits to all or certain 'trades, positions, strategies and Instruments relating to orders' placed via our trading platform(s) by a computer algorithm, including controls filtering order price and quantity;

f) implement and maintain Limits on the minimum tick size that may be executed via our trading platform(s) on the Trading Venue; and/or

g) take any other action as we deem fit in order to maintain orderly trading conditions.

14.11. You hereby expressly acknowledge and agree that any such actions taken by us may cause Orders to be delayed, executed, partially executed, amended or cancelled.

15. FEES AND CHARGES

15.1. Any profit or loss net of any fees and charges (that is, the realized gain or loss) arising on Closing Out a Transaction will be credited or debited (as the case may be) against the Account Value, in the Account currency.

15.2. You owe us, and must pay to us or as we direct:

a) any Transaction charges including all commission, Finance Charge, charges, fees, Margins, premiums, settlement and clearing fees and charges, interest, default charges and taxes (including GST but excluding FinPros' income tax or penalty tax and levies) and any other amounts due under this Agreement, on demand by FinPros in cleared funds or otherwise as required by this Agreement;

b) a Transaction Fee for each Financial Product or Transaction (as the case may be) being the fee from time to time specified by FinPros to be the amount payable by you to FinPros in respect of each such Transaction;

c) any royalty or other fee which must be paid for the use of prices or information provided to you via access through the Electronic Trading Service or otherwise by any Exchange;

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

d) (if applicable) a monthly access charge for the use of the Electronic Trading Service provided by FinPros, as specified by FinPros from time to time;

e) any fees, Taxes, stamp duty, transfer taxes or other charges as may from time to time be levied on or in connection with any Transactions entered into with you; and

f) in respect of any unpaid amounts required to be paid under this Agreement including, (without limitation) any amounts due as a result of your failure to pay interest on all such amounts denominated in Dollars at the interest rate per annum as reasonably determined by FinPros (but so that the total rate does not exceed generally prevailing rates for personal unsecured loans in comparable amounts), such interest to accrue daily from and including the due date to and including the date of its payment in full.

15.3. You authorize us to deduct any of the fees described in clause 15.2:

a) from your Account;

b) from the CMTA;

and to pay ourselves the amount of any Transaction Fee, Realized/Unrealized Losses on your Account, any other fees or charges described in clause 14, (including, but not limited to, credit card fees incurred by you, which are charged to us) you owe and the amount of Margin which you must pay to maintain the required Margin Cover.

15.4. All payments by you under this Agreement are:

a) to be made without any set-off by you, counter claim or condition made by you and without you making any deduction or withholding for any Tax or any other reason unless the deduction or withholding is required by applicable law or the set-off arises by express application of this Agreement; and

b) payable in any currency that we may reasonably require or determine.

15.5. We agree to pay you any Finance Credit applicable to a Transaction, from time to time.

15.6. Clients' Accounts that are inactive for a period of more than ninety (90) calendar days will be considered as "inactive" and may be charged a recurring "" inactivity fee of $50 (USD) every three (3) months.

15.7. Account activity is defined as either placing / closing a trade or the deposit of funds in the account.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

15.8. A trading Account shall be deemed inactive from the ninety-first (91st) calendar day onwards that there has been no activity in the Account.

15.9. In these circumstances, a monthly fee equal to $50 (USD), shall be deducted from the Client's Account(s) every ninety (90) calendar days, commencing from the ninety-first (91st) calendar day that there has been no activity in the Account, until the balance of the Client's Account has reached zero.

15.10. In the event that you log-on to your Account(s) and perform an activity as per the definition of clause 15.7. in the period during which the inactivity fee is being applied, we will cease to deduct the inactivity fee, but we shall not be obliged to refund any inactivity fees deducted from your Account prior to such account activity.

15.11. Dormant trading Accounts with a zero free balance will be archived automatically.

15.12. A withdrawal processing fee of $5 per transaction will be applied to all withdrawal requests.

15.13. Clients who deposit funds and subsequently withdraw without executing any trades will incur a processing fee of 3% of the withdrawn amount.

16. CLIENT MONEYS TRUST ACCOUNT (CMTA)

16.1. You acknowledge and agree that FinPros must deal with your moneys in accordance with the Client Money Regulations including not using Client money:

a) by FinPros as working capital;

b) for FinPros meeting obligations incurred by it other than on behalf of a Client; and

c) for the purpose of the FinPros entering into, or meeting obligations under, transactions that FinPros enters into to hedge, counteract or offset the risk to FinPros associated with a transaction between FinPros and a Client.

16.2. You acknowledge and authorize that your moneys and the moneys of other Clients of FinPros may be combined and held by FinPros in a CMTA, separate from the moneys of FinPros.

16.3. You agree that we are entitled to all interest earned on moneys credited to any CMTA, unless you and us have otherwise agreed in writing.

16.4. You authorize FinPros to withdraw any or all moneys to which you are otherwise entitled in any CMTA maintained by FinPros to meet any liability, obligation or other Loss which you

owe to FinPros including to pay for your Financial Products, an amount in respect of any Realized/Unrealized Loss on your Account, Margin, Margin Cover or Variation Margin).

16.5. When you pay moneys to FinPros in connection to a Transaction, you are also authorizing us for those moneys to be paid into a CMTA and those moneys will remain in there until withdrawn by FinPros to pay you amounts you are entitled to receive or to pay for amounts to which FinPros is entitled including to pay for your Financial Products (including, without limitation an amount in respect of any Realized/Unrealized Loss on your Account). If there has been a Realized/Unrealized Loss on your Account after FinPros re-values your Account, FinPros is authorized under this Agreement to withdraw the equivalent amount of that Realized/Unrealized Loss from the CMTA to pay FinPros an amount to which FinPros is entitled.

16.6. You acknowledge that from the time any funds withdrawn from the CMTA in connection with your Transactions:

a) you lose the protections given to a CMTA of that kind;

b) you are an unsecured creditor of FinPros for its obligations on your Transactions; this includes exposure as an unsecured creditor for payment to you of the net Account balance (if any) after closing all your Open Positions;

c) the funds are no longer held beneficially for you, but they become funds belonging to FinPros.

16.7. If you pay moneys into any CMTA maintained by us in anticipation of you creating and meeting any liability, obligation or other loss which you will owe to us including to pay for your Financial Products (including payment for Margin), by this Agreement, you authorize us to withdraw those moneys to pay us for any liability which later arises.

16.8. If there has been no movement on your Account after the date you become entitled to a transfer of your money held in such Account (notwithstanding any payments or receipts of interest or similar items) and we are unable to locate you despite having taken reasonable steps to do so, such money will be treated by us as unclaimed money and dealt with in accordance with the Applicable laws, Rules and/or Regulations.

16.9. You acknowledge that we will be under no obligation to pay interest on balances on your Account (and any fees we may take from such interest) and that you are therefore waiving and foregoing any entitlement to interest (and fees if any) under the Applicable Laws, Rules and/or Regulations or otherwise.

16.10. We retain all additional interest earned on client money held in a CMTA, or other approved deposit-taking institution.

16.11. We may invest any moneys in a CMTA according to the Client Money Regulations and you irrevocably authorize us to make such investments.

16.12. All moneys to which you are entitled under this Agreement will be paid to you directly to the bank account in your name, which you have notified to us (and not to any third party or third party bank account), unless otherwise agreed in writing by us.

16.13. You acknowledge and agree that if there has been a Realized/Unrealized Profit on your Account after we re-value your Account, we will pay into or hold sufficient funds in the CMTA and credit your balance in the CMTA as Margin to reflect the adjustment for the Realized/Unrealized Profit so that those funds will be retained there for your benefit, until dealt with in accordance with this Agreement.

16.14. Some of our payment methods involve the use of third-party payment service providers (‘***PSPs***’). When a deposit is made using a PSP who then credits FinPros’ account with the PSP, FinPros will make a corresponding credit to the client’s trading account and, following that, FinPros will make a payment to the CMTA for the client for the credited amount adjusted by any realized or unrealized profit/loss from client’s trading activity during the day. In the ordinary course of business, this will happen on the same business day or the next business day. The timing depends on the client providing all required details, and the time PSP credits the relevant client payment to FinPros’ account with the PSP (this does not mean receipt of funds by FinPros) which is subject to processing time by the PSP and differences in time zones.

16.15. The client’s payment to the PSP is not always an automatic payment to FinPros. Payment to the PSP is at the client’s risk. The PSP must then credit FinPros’ account, which FinPros does not control.

16.16. FinPros’ payment to the CMTA is a benefit for the client since FinPros will typically make the payment before FinPros receives funds from the PSP. Payment into the CMTA for the client’s trading account with FinPros is subject to any realized or unrealized profit/loss from client’s trading activity during the day.

16.17. If FinPros becomes insolvent, you can be paid for any net credit balance in your Account, as follows:

a) Any of your client moneys in the CMTA should be paid to you, after deduction for any amounts properly payable to FinPros for the CFDs or which you have otherwise agreed are payable to FinPros (and subject to any court orders to the contrary).

b) FinPros would review whether it can and should pursue recovery action against any of its Hedge Counterparties for any claim against them.

c) The precise amounts and timing of payments will not be known until the net position with the Hedge Counterparties are known.

d) The position of the Hedge Counterparties depends on what it recovers from its Hedge Counterparties and what it owes its clients.

e) FinPros will need to assess the amounts prudently available to pay CFD Clients and may choose to pay out interim amounts.

f) FinPros will need to assess fair and reasonable allocation to CFD Clients, having regard to, for example, amounts paid from the CMTA, Account balances and amounts recovered from a Hedge Counterparty.

17. MARGIN

17.1. Upon opening a Transaction, you will be required to pay us the Initial Margin for that Transaction, as calculated by us.

17.2. You acknowledge that the Initial Margin for certain Transactions (for example, Share CFDs) will be based on a percentage of the Contract Value of the Transaction and therefore, the Initial Margin due for such Transactions will fluctuate in accordance with the Contract Value.

17.3. Initial Margin is due and payable to us before you enter into a Transaction (and for Transactions that have a fluctuating Initial Margin based on a percentage of the Contract Value, immediately on opening the Transaction and thereafter immediately on any increase in Contract Value taking place).

17.4. You agree that for different Financial Products there will be different Margin requirements, which will be displayed on our Electronic Trading Service under the specifications of each Underlying Instrument. The Margin requirements are subject to change without notice to you so you should make yourself aware of the Margin requirements.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

17.5. You also agree that you have continuing Margin obligations to us to ensure that at all times during which you have open Transactions you have Margin Cover in your Account and that it is positive at all times.

17.6. You must maintain at least the amount of Margin Cover required by us, whether or not we give any notice to you to make those payments or you or whether or not you have actual notice of the required amount. The required amount of Margin Cover can change continuously and can change automatically, including over the weekend or other non-trading days. Your obligation to maintain at least the required amount of Margin Cover is continuous.

17.7. It is solely your responsibility to monitor and to satisfy all Margin Cover requirements.

17.8. You are required to maintain the Margin Cover, which might mean you must deposit more Margin, whether or not we give you a Margin call and even if you are not contactable.

17.9. Deposited Margin is credited by FinPros at the time that cleared funds have been received into the CMTA and we have applied the payment to your Account or such other time as allowed by us, so a Margin Cover requirement for a Contract or other Transaction issued by us is not satisfied unless and until your payment is received in cleared funds into the CMTA and applied to your Account by us.

17.10. Your liability in respect of Margin requirements is not limited to your deposit of Initial Margin or Variation Margin. You are responsible to pay any deficit owing to us after Close Out of a Transaction and if you default in payment of such deficit, we may pay the deficit out of the Account or realize any Financial Products held by us and apply the amounts or proceeds against that deficit and you are responsible for the full and prompt discharge of the deficit (which exceeds the value of the Account) by making payment in full to us immediately when that deficit arises.

17.11. FinPros may (without prior notice to you) Close Out, but will not be obliged to Close Out or to attempt to Close Out, some or all Open Positions, at that time or any later time as we determine (whether in our discretion or by automatic trading platform management) if:

a) your Margin Level falls below the Liquidation Level; or

b) you fail to maintain the required Margin Cover; or

c) at any time, and from time to time, FinPros determines that the value of all of your Open Positions (and not taking into account any cash balance in your Account)

represents a substantial net unrealized loss to you such that, in our belief, the continued trading, or failure to Close Out, one or more of your Open Positions will or is likely to materially prejudice your Account Value.

17.12. Details of Margin amounts paid and owing by you are available by logging onto your Account.

17.13. Margin Deposits must be made in the form of cleared funds (paid into the nominated account of FinPros.

17.14. We are not under any obligation to keep you informed of your Account balance or Margin Cover requirements or to make Margin calls.

17.15. If we do (in our reasonable discretion) make Margin calls on you:

a) we may do so by telephone call, post, fax, email, text message, push notification, live pop-up messaging, rich text messaging etc.

b) the Margin call will be deemed to have been made as soon as you are deemed to have received such notice in accordance with clause 17.5 above;

c) we will also be deemed to have made a demand on you by telephone if we have left a message requesting you to contact us and you have not done so within the time specified in our message;

d) it is your responsibility to notify us immediately of any change in your contact details and to provide us with alternative contact details and ensure that our calls for Margin will be met if you will be uncontactable at the contact address or telephone number notified to us (for example because you are travelling or are on holiday, or you are prevented from being in contact because of a religious holiday).

17.16. We will not be liable for any Losses, costs, expenses or damages incurred or suffered by you as a consequence of your failure to satisfy a Margin call or if we are unable to contact you in making a Margin call.

17.17. You agree with the terms set out in our Leverage, Margin, Margin Call & Margin Close Out Policy.

18. PAYMENTS, SET-OFF AND NETTING

18.1. We may require you to provide sufficient evidence (to our satisfaction) of the source of any funds you use to make any deposits to us and we reserve our rights to prohibit you

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

from entering into any Contracts or Transactions until we are satisfied with the information (or evidence) you have supplied and that information (or evidence) does not give us any reason to suspect any illegality in respect of those payments.

18.2. All payments by you to FinPros are:

a) to be made without any set-off by you, counter claim or condition made by you and without you making any deduction or withholding for any Tax or any other reason unless the deduction or withholding is required by applicable law or the set-off arises by express application of this Agreement;

b) payable in any currency that FinPros may reasonably require or determine;

c) to be made on the date and time due for payment otherwise we will be entitled to charge interest on the overdue amount (at a minimum rate of LIBOR + 2%), accruing daily until the date of payment;

d) satisfied when we receive the payment in cleared funds; and

e) to be made in the currency of your Account (conversely, all payments by FinPros to you will be made in the currency of your Account, unless we determine otherwise in our reasonable discretion).

18.3. If you make payments to us in a currency that is not the base currency of your Account, you agree that we will make whatever necessary adjustments and conversions are required and you will be liable for any resulting losses, fees, currency conversion fluctuations or other applicable charges.

18.4. Without prejudice to FinPros right to require payment from you in accordance with this Agreement, we have the right (at any time) to set-off any losses incurred or any amounts you owe in respect of your Transactions or any debit balances in any Account. If any loss or debit balance exceeds all amounts held, you must immediately pay us any excess whether demanded or not. You also authorize us to set-off any amounts held by us for your benefit in a joint Account against losses incurred by the other joint holder.

18.5. If the total amount that is payable by one party is greater than the total amount that it payable by the other party, then the party by whom the larger total amount is payable must pay the excess to the other party and so the obligations to make payment of each party will be satisfied and discharged.

18.6. All payments to be made by you under this Agreement, which are due and payable, are due immediately on our verbal or written demand. Once demanded, such payments must

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

be paid by you, and must be received in full by us (in cleared funds) for your payment obligations to be satisfied.

18.7. In determining whether to accept payments from you under this Agreement, we will have utmost regard to our obligations under our SDL and Applicable Laws, Rules and/or Regulations. Accordingly, we may in our absolute discretion reject payments from you or a third party and return funds to their source.

18.8. In particular, we will not accept payments from a bank account if it is not evident to us that the bank account is in the Client's name.

18.9. Our failure or omission to enforce or exercise our right to insist on timely payment (including our right to insist on immediate payment of Margin) will not amount to a waiver or bar to enforcement of that right.

18.10. Time is of the essence in respect of any payment obligation under this Agreement.

19. COMMUNICATIONS

19.1. An instruction by you to open or Close Out a Transaction (including an Order) must be made by you, or on your behalf:

a) via our Electronic Trading Service; or

b) in such other manner as we may specify from time to time.

19.2. Written instructions to open or Close Out a Transaction, including instructions sent by facsimile, email (including a secure email sent via our Electronic Trading Service) or text message, will not be accepted or be effective for the purposes of this Agreement.

19.3. Any communication that is not an instruction to open or Close Out a Transaction may be made by you, or on your behalf:

a) verbally by telephone;

b) in person;

c) in writing, by email, post, or facsimile; or

d) in such other manner as we may specify from time to time, as per the details provided in the website

19.4. We will generally not accept an instruction to open or Close Out a Transaction received other than in accordance with clause 19.1 (unless we advise you otherwise).

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

19.5. We will only send notices and communications to you to the relevant details you have provided to us in your Client Profile (unless you have later notified us of updated details).

19.6. We may give notice to you of any change of, this Agreement, other disclosure documents, our Transaction Fees, any rates, fees charges or other amounts payable by you by posting the notice to our Website or to the Electronic Trading Services.

19.7. If no minimum period is required or is not stated elsewhere in this Agreement, notice of a change in Transaction Fees, charges or rates may be effective immediately by FinPros first generally publishing the information of any variation on its Website or through the Electronic Trading Service.

19.8. If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not:

a) be responsible for any Loss, damage or cost caused to you by any act, error delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to open or Close Out a Transaction; and

b) (except where your inability to communicate with us results from our fraud, willful default or negligence) be responsible for any Loss, damage or cost caused to you by any act, error, omission or delay resulting therefrom including without limitation, where such Loss, damage or cost is a result of your inability to Close Out a Transaction.

19.9. Any correspondence, documents, written notices, confirmations, Electronic Instruction will be deemed to have been properly given:

a) (By ordinary post): if sent by ordinary post, on the third (3rd) Business Day after it has been posted;

b) (By express post): if sent by express post, on the next Business Day after it has been posted;

c) (By SMS): if sent by SMS, as soon as it has been sent by the sender;

d) (By e-mail): if sent by e-mail, as soon as it has been sent by the sender (provided that the sender does not receive a notification that the e-mail was not delivered);

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

19.10. (Posting on the Electronic Trading Service): if posted on our Electronic Trading Service, as soon as it has been posted. It is your responsibility to ensure, at all times, that we have been notified of your current and correct address and contact details. Any change to your address or contact details must be notified to us immediately in writing, unless we agree to another form of communication.

19.11. It is your responsibility to make sure that you read all notices posted on our Website and on our Electronic Trading Service from time to time in a timely manner.

20. EVENTS OF DEFAULT

20.1. Each of the following constitutes an Event of Default:

a) your failure to make any payment (including but not limited to any deposit of Margin, Initial Margin or Variation Margin);

b) your failure to maintain Margin Cover;

c) your failure to perform any obligation due to us under this Agreement;

d) your failure to pay any amount due in respect of any Transaction entered into pursuant to this Agreement;

e) your breach of this Agreement (whether by act or omission);

f) a Transaction is entered into, or an Open Position is Closed Out, or you place an Order in any circumstances in which we reasonably believe that conduct is, or could be considered to be, in breach of the Act, Applicable Laws, Rules and/or Regulations, Applicable Regulations, whether or not you are aware that the Transaction or Order could breach those laws or regulations;

g) where any Transaction or combination of Transactions or any Realized/Unrealized Loss on any Transactions or combination of Transactions opened by you results in your exceeding any credit or other limit placed on your dealings;

h) if you are an individual, your death or your incapacity or your loss of mental capacity;

i) you become insolvent or bankrupt or steps have been taken to make you insolvent or bankrupt;

j) we reasonably believe that any information you have provided to us is false or untrue;

k) we reasonably believe that the source of funds in respect of any payment you make to us are from illegal sources;

l) where any representation or warranty made by you in this Agreement is or becomes untrue;

m) you are or become unable to pay your debts as and when they fall due;

n) you are not immediately contactable by us in order for us to obtain instructions in relation to any of your Transactions;

o) any other provision of this Agreement which states that an Event of Event has occurred if you have not performed an obligation required by that provision; or

p) any other circumstance where we reasonably believe that it is necessary or desirable to take any action to protect ourselves or all or any of our Clients.

21. ACTION FOLLOWING AN EVENT OF DEFAULT

21.1. If an Event of Default occurs, we may in addition to any other rights which we have or may have against you (including rights arising in other parts of this Agreement), without giving prior notice to you, take any action, or refrain from taking action, which we consider reasonable in the circumstances in connection with Transactions entered into pursuant to this Agreement and, without limitation, we may do any one or more of the following:

a) suspend or terminate your Account (as we consider appropriate in the circumstances);

b) Close Out or partially Close Out all or any of your Transactions at a Closing Level based on the then prevailing quotations or prices in the relevant markets or, if none, at such levels as we consider fair and reasonable;

c) Close Out any Open Positions;

d) prohibit or restrict your access to your Account;

e) reverse or void any of your Transactions;

f) make any necessary adjustments, modifications or changes to your Account (that we consider appropriate in the circumstances);

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

g) apply any money that you have deposited into a CMTA and to which you are entitled, by way of set-off or withdrawal and payment to us any amount you owe us;

h) immediately, or at a later time, terminate this Agreement, one or more Accounts, one or more Transactions or any combination of these;

i) calculate any or all amounts owing by you to us and declare such amount immediately due and payable;

j) vary your Margin Cover requirements on new positions;

k) convert any currency balances in your Account into another currency;

l) exercise rights of set-off under this Agreement;

m) charge you interest at : LIBOR+2% on any amount due, from close of business on the date when the amount first fell due until the date of actual payment; and

n) exercise any other rights conferred by Applicable Laws, Rules and/or Regulations, Applicable Regulations or this Agreement.

21.2. You acknowledge and agree that, in Closing Out Transactions under clause 21.1, we may partly and progressively Close Out your positions over a period of time, and in amounts and prices, which we determine in our discretion. This may have the result that your Transaction is Closed Out in tranches at different prices resulting in an aggregate closing level for your Transaction that results in further losses being incurred on your Account. You acknowledge and agree that we will not have any liability to you because of any such Closing Out of your Transactions.

21.3. Nothing in this Agreement limits your rights to claim a default by FinPros or for you to take any proper action you determine is appropriate to claim or to recover for any Loss arising from your claim. For example, we acknowledge that you may terminate this Agreement if FinPros materially breaches this Agreement. You agree that it is reasonable for you not to have specific rights following an Event of Default and specific defaults by FinPros in order to avoid all Transactions of all of FinPros' clients prematurely terminating, which could cause irrevocable loss to some or all Clients and those losses could be irrevocably increased by such an automatic termination.

22. INDEMNITY AND LIMITATION OF LIABILITY

22.1. Subject to the Applicable Laws, Rules and/or Regulations, you will indemnify us, and keep us indemnified on demand, in respect of all liabilities, Losses or costs of any kind or nature

whatsoever that may be incurred by us as a direct or indirect result of any failure by you to perform any of your obligations under this Agreement, in relation to any Transaction or in relation to any false information or declaration made either to us or to any third party, in particular to any Exchange. You acknowledge that this indemnity extends to our legal and administrative costs and expenses incurred in respect of preparing for and taking any legal or investigatory action against you, or instructing any debt collection agency, to recover monies owed by you to us.

22.2. To the extent permitted by law, you will indemnify, protect and hold us harmless from and against all Losses, liabilities, judgements, suits, actions, proceedings, claims, damages or costs resulting from or arising out of any act or omission by any person obtaining access to your Account whether or not you authorized such access.

22.3. To the fullest extent permitted by law, you release, discharge and indemnify and agree to keep FinPros and its respective officers, employees, agents and representatives indemnified from and against all claims arising out of:

a) any default, whether by your act or omission under this Agreement or any Order or Transaction;

b) any breach by you of any Applicable Laws, Rules and/or Regulations;

c) any representation or warranty made or given by you under this Agreement proving to be untrue or incorrect;

d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any of your clients, employees, agents or Authorized Representative, consultants or servants;

e) any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to FinPros, or any error or inadequacy in the data or information input into such systems or networks by you;

f) any delays in processing any Order including, for example (but not limited to), as a result of systems or market delays, or due to verification or filtering procedures or unauthorized processes, email delays or due to telephone call waiting time or adherence to internal policies and procedures;

g) anything lawfully done by FinPros in accordance with, pursuant or incidental to this Agreement;

h) any instruction, request or direction given by you;

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

i) by reason of FinPros complying with any direction, request or requirement of Applicable Laws, Rules and/or Regulations, any Underlying Market or CS Facility, any government body or any regulatory body having jurisdiction over FinPros or any hedge counterparty;

j) arising from and in connection with or in any way related to FinPros in good faith accepting and acting on instructions received by facsimile transmission, email or by other means of any kind which are signed by or purported to be signed by you or any Authorized Representative; or

k) any failure or delay by a hedge counterparty to meet its obligations to FinPros in respect of or in relation to (including by corresponding with) your Transactions and any payments made in respect of them, except only to the extent attributable to the breach of this Agreement by FinPros or the gross negligence or fraud by FinPros.

22.4. FinPros excludes all liability in contract, tort or otherwise relating to or resulting from use of any services we provide under this Agreement and for any Loss incurred by you directly or indirectly, including without limitation as a result of or arising out of:

a) your use of an Electronic Trading Service;

b) any inaccuracy, error or delay in or omission from any information provided to you under this Agreement including the Electronic Trading Service;

c) any delays or failures or inaccuracies, or loss of access to, the provision of a service to you including, without limitation, any delay, failure or inaccuracy in, or the loss of access to, the Electronic Trading Service or in respect of the transmission of Orders or any other information;

d) any misinterpretation of your Orders or instructions which are unclear, ambiguous, or not specific;

e) any inability by you to open or Close Out a Transaction;

f) anything which is beyond our control and the effect of which is beyond our control to avoid; and

g) any government restriction, Exchange or market rulings, suspension of trading, computer or telephone failure, unlawful access to our Electronic Trading Service, theft, sabotage, war, earthquakes, strike, Force Majeure Event and, without limitation, any other conditions beyond our control.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

22.5. Unless we are prohibited from excluding such liability by law (for example, for losses relating to death or personal injury or caused by our fraud), we will not be liable for any direct, indirect, special, incidental, punitive or consequential damages (including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of ours under this Agreement.

22.6. If and to the extent that we are found liable for any losses or damages in relation to a Transaction or your dealings with us then, unless we are prohibited from limiting such liability by law, the maximum amount of our liability to you will be limited to the amount of Transaction Fees, commission or Spread paid or payable by you in respect of that Transaction. You acknowledge and agree that this provision is reasonable given the relationship of the parties and the nature and features of the Financial Products.

23. REPRESENTATIONS AND WARRANTIES

23.1. You represent and warrant to us, and agree that each such representation and warranty is deemed repeated each time you open or Close Out a Transaction by reference to the circumstances prevailing at such time, that:

a) the information provided to us in your Application Form and at any time thereafter is true and accurate in all respects;

b) you are duly authorized to execute and deliver this Agreement, to open each Transaction and to perform your obligations under this Agreement and have taken all necessary action to authorize such execution, delivery and performance of this Agreement;

c) you will enter into this Agreement and open each Transaction as principal;

d) any person representing you in opening or Closing Out a Transaction will have been, and (if you are a company) the person entering into this Agreement on your behalf is, duly authorized to do so on your behalf;

e) you have obtained all governmental or other authorizations and consents required by you in connection with this Agreement and in connection with opening or Closing Out Transactions and such authorizations and consents are in full force and effect and all of their conditions have been and will be complied with;

f) execution, delivery and performance of this Agreement and each Transaction will not violate the Applicable Laws, Rules and/or Regulations, Applicable Regulations,

ordinance, charter, by-law or rule applicable to you, the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;

g) you will not send funds to your Account or request that funds be sent from your Account to, a bank account other than the bank account in your name, which you have notified to us, or as otherwise agreed by us;

h) if you are acting as an intermediary, authorized by us, on another's behalf, you are specifically authorized to enter into Transactions on behalf of the other person and (if required) currently have all appropriate license authorizations to do so;

i) if you are the trustee of a trust, you are acting in accordance with the terms of the applicable trust deed;

j) if you are constituted by more than one person (including, for example, if you are acting in a partnership or joint venture), then each person constituting you is jointly and severally liable for the obligations under this Agreement, and we may act on the instructions of any one of those persons; and

k) you will use the services offered by us pursuant to this Agreement in good faith and, to this end, you will not use any electronic device, software, algorithm, Electronic Trading Service or any trading strategy that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our Quotes.

23.2. In the absence of our fraud, willful default or negligence, we give no warranty regarding the performance of our Website, our Electronic Trading Services or other software or their suitability for any equipment used by you for any particular purpose.

23.3. Except for all non-excludable terms implied by the Applicable Laws, Rules and/or Regulations, all implied terms (including but not limited) to fitness for purpose, or which are capable of being excluded by agreement are excluded from this Agreement.

23.4. Any breach by you of a representation or warranty given under this Agreement is an Event of Default.

24. CREDIT

24.1. If you apply to, and are approved by, us for credit in relation to your trading with us, we will only provide the credit on terms agreed to you in writing.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

24.2. The credit limit is USD$100 or other such higher amount as we notify you in writing from time to time.

25. FORCE MAJEURE EVENTS

25.1. We may, in our reasonable opinion, determine that a Force Majeure Event exists, in which case we will, in due course, take reasonable steps to inform you.

25.2. If we determine that a Force Majeure Event has occurred, we may, in our absolute discretion, conclude that it is an Event of Default and take any action we consider necessary as outlined in clause 21.

26. CORPORATE EVENTS, TAKEOVERS, VOTING RIGHTS, INTEREST AND DIVIDENDS

A. CORPORATE EVENTS

26.1. If any Underlying Instrument becomes subject to possible adjustment as the result of an event described in clause 26.2 (Corporate Event), we will determine the appropriate adjustment, if any, to be made to the size or value or number of the related Transaction(s) (or to the level of any Order) to account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties in relation to that Transaction immediately prior to that Corporate Event.

26.2. Any of the following may be regarded as a Corporate Event:

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

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

c) the voiding of an Underlying Instrument that trades, or has traded, on a when-issued basis, in which case any Transaction that relates to that Underlying Instrument will also be void;

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

d) any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares, whether temporary or otherwise; or

e) any event analogous to any of the foregoing events or otherwise having a diluting or concentrating effect on the market value of any Underlying Instrument not based on shares, whether temporary or otherwise.

B. TAKEOVERS

26.3. If at any time a takeover offer is made in respect of a company, and you have a Transaction that relates to the securities of that company, then:

a) we will use reasonable endeavors to notify you of the takeover offer;

b) we will (if applicable) apply the terms of the takeover offer to your Transaction, as if you were a holder of the securities in question;

c) we may offer you the opportunity to agree to the takeover offer (as it applies to your Transaction), or, (as it applies to your Transaction, we may elect to agree on your behalf where we reasonably believe it is in your best interests to do so. If, under these circumstances, you elect to agree, or we agree on your behalf, your Transaction will be suspended and become untradeable until the closing date of the takeover offer at which point your Transaction will be closed in accordance with the terms of the takeover offer. You agree that we will be entitled to cancel or adjust the size and/or value and/ or number of any Transaction(s) (and/or the level of any Order) to reflect the takeover offer, and that any such cancellation or amendment will be conclusive and binding upon you;

d) if you do not agree, and we do not agree on your behalf, but the takeover goes ahead nonetheless (for example, if drag-along rights apply), you agree that we will be entitled to cancel or adjust the size and/or value and/or number of any Transaction(s) (and/or the level of any Order) to reflect the takeover offer, and that any such cancellation or amendment will be conclusive and binding upon you; and

e) at any time prior to the closing date of the takeover offer, we may give notice to you of our intention to Close Out a Transaction in respect of that company's securities. The date of such notice will be the closing date of the Transaction and the

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

Closing Level will be determined by us, based on our reasonable assessment of the market value of the Instrument at the relevant time.

C. VOTING RIGHTS

26.4. You acknowledge that we will not transfer voting rights relating to an Underlying Instrument to you, or otherwise allow you to influence the exercise of voting rights held by us or by an agent on our behalf.

D. INTEREST

26.5. We will value open Transactions on a daily basis and calculate the amount of interest, on a basis notified to you in writing on a daily or monthly basis (including electronically), that would apply to the sum of money necessary to take out a position in the Underlying Instrument with the same value. A different rate of interest will normally apply to long and short positions. While your Transaction remains open, the amount of interest will be calculated and will accrue on a daily basis as follows:

a) if you sell, interest will be either credited or debited to your Account (depending on the interest rate); and

b) if you buy, interest will either be credited or debited from your Account.

For certain Expiry Transactions, our Quote (which is based on the Underlying Market) will include an interest component. Such Expiry Transactions will not be adjusted for interest as set out in this clause 26.5 above.

E. DIVIDENDS

26.6. Where applicable (*e.g.*, where an Underlying Instrument is a stock or index in respect of which a dividend is paid) a dividend adjustment will be calculated for your Account in respect of Open Positions held over the ex-dividend day or time for the relevant Underlying Instrument. For long positions, the dividend adjustment will generally be the amount of the net dividend (net of any withholding taxes) receivable by the individual or entity holding the equivalent position in an Underlying Instrument and, in respect of non-Australian Instruments, will reflect normal market practice unless otherwise agreed with you. For short positions, the dividend adjustment will generally be the gross dividend amount, unless otherwise agreed with you, but this may depend on where the Underlying Instrument trades. Further details may be obtained from us on request. Dividends will be credited to your Account if you bought, i.e. opened a long position, and debited if you sold, *i.e.*, opened a short position.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

26.7. For certain Expiry Transactions, our quote (which is based on the Underlying Market) will include a forecasted dividend component. Such Expiry Transactions will not be adjusted for dividends as set out in clause 26.6 above. Note that, for such Expiry Transactions, in the event that there is declared or paid in respect of the relevant Underlying Instrument a special dividend or a dividend that is unusually large or small or payable by reference to an ex-dividend date that is unusually early or late or in the event that a previously regular dividend is omitted (in each case, having regard to dividend payments in previous years in respect of that same financial instrument), we may make an appropriate adjustment (including a retrospective adjustment) to the Opening Level or the size of the Transaction that relates to that Underlying Instrument.

27. KNOW YOUR CLIENT AND AML

27.1. You acknowledge and agree:

a) that we are required to properly identify and verify you prior to agreeing to open an Account because we are subject to the AML Laws;

b) to provide all information and documentation we require to verify you;

c) if we cannot properly verify you, we reserve our rights to reject your application for an Account and will not be liable whatsoever for that rejection;

d) that we may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach AML Laws or any law in Seychelles or any other country, and we will incur no liability to you if we do so;

e) that during the term of this Agreement, we also reserve our rights to take whatever action we believe is necessary against you if we suspect that you are breaching any AML Laws; and

f) that the payment of moneys to us or any instructions given by you, will not breach any law in Seychelles or any other country.

27.2. You agree to provide all information (and complete any documents) that we are required to obtain in accordance with the Foreign Account Tax Compliance Act.

28. PRIVACY

28.1. You confirm that you understand and agree that we will collect your personal information for the purposes of assessing your application and maintaining and operating your Account including the enforcement of the provisions of this Agreement in accordance with

the Seychelles General Data Protection Act along with any other regulation that may apply for the protection of the personal information.

28.2. You authorize us to collect your personal information from you when we provide services to you under this Agreement. You authorize us to use (and disclose) any information we collect from you or from others, or such other relevant documents:

a) to assess your request for us to provide our services to you;

b) to provide our services to you in accordance with this Agreement;

c) for the purposes of complying with our obligations regarding your beneficial interests;

d) to allow us to communicate with third parties in connection with the matters contemplated by this Agreement, such as in connection with the Account; and

e) to ensure that legal and regulatory requirements under Applicable Laws, Rules and/or Regulations are met.

28.3. You must immediately notify us if any of your information that you have previously provided to us changes. This is a continuing obligation of yours.

28.4. You have the right to request and view any documentation we have collected from you (free of charge).

28.5. You agree with the terms set out in our Privacy Policy.

29. TERMINATION

29.1. Without limiting our rights to take the action set out in clauses 5.7, 11.8, **Error! Reference source not found.**, 21.1 and/or 29.3 below, each of us or you may terminate this Agreement by giving the other reasonable notice (in writing).

29.2. Nothing in this clause 29 effects our other rights in this Agreement. Further, each indemnity provided by you in this Agreement survives termination.

29.3. On termination of this Agreement, without restricting any of our other rights in this Agreement, we may do one or more of the following:

a) close your Account;

b) settle any Transaction which has not at the time of termination settled;

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

c) enter into one or more Transactions to effect the Close Out of one or more unsettled Transactions or Open Positions (and determine the value at which the Transaction or Transactions will be Closed Out);

d) cancel any pending Orders;

e) do or refrain from doing anything which we consider appropriate in the circumstances; and

f) exercise any of our other rights in this Agreement.

30. MISCELLANEOUS

30.1. We reserve the right to suspend your Account at any time (without notice) if we believe it is appropriate in the circumstances.

30.2. We may amend this Agreement from time to time and we will give you the notice required by Applicable Laws, Rules and/or Regulations prior to the amendment taking effect. We may give you notice of the amendment by posting the amended Agreement (or details of the amendments) on our Website or by sending you a copy.

30.3. This Agreement and any relevant Application Form completed by you, a Product Specification contain the entire understanding between you and FinPros concerning the provision of the Financial Products or financial services and any other services referred to in or provided under this Agreement, as later amended only in accordance with this Agreement.

30.4. Our rights and remedies under this Agreement will be cumulative, and our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.

30.5. Each of you and us must do everything reasonably possible to give full effect to this Agreement.

30.6. We may assign, novate or otherwise transfer any of the rights and obligations of this Agreement to a third party, in whole or in part, without your prior consent. You agree that you may not assign, novate or otherwise transfer any of the rights and obligations of this Agreement to a third party, without our prior written consent.

30.7. You acknowledge and agree that the copyrights, trademarks, database and other property or rights in any information distributed to or received by you from us (including, but

not limited to, our Quotes), together with the contents of our Website, brochures and other material connected with our dealing service and in any database, that contains or constitutes such information, will remain the sole and exclusive property of ours or any third party identified as being the owner of such rights.

30.8. If any clause (or any part of any clause) is held by a court of competent jurisdiction to be unenforceable for any reason then such clause will, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement will not be affected.

30.9. You will be responsible at all times for the payment of all Taxes due and for providing any relevant tax authority with any information relating to your dealings with us. You agree that if we provide you with any information or express any opinion in relation to the tax treatment of your dealings with us it will not be reasonable for you to rely upon any such statement and it will not constitute tax advice.

30.10. This Agreement and each Transaction entered into with you is in all respects governed by the laws in force in Seychelles and the parties submit to the non-exclusive jurisdiction of the courts of Seychelles.

30.11. If you are situated outside of Seychelles, an originating process by which any proceedings in Seychelles are begun may be served on you in accordance with our local rules for service out of the Seychelles jurisdiction. Nothing in this clause affects our right to serve process in another manner permitted by law.

30.12. You agree that all complaints or disputes must be referred to us in accordance with our procedures from time to time for handling disputes. You must refer any complaint to us first before you decide to progress your complaint to any third party (such as the FSA). Unresolved complaints or disputes may then be referred by you to the Financial Ombudsman Service or any other independent dispute resolution scheme of which we are a participant.

31. DEFINITIONS

31.1. In this Agreement:

- **Account** means an account held with FinPros in your name and governed by this Agreement.
- **Account Value** means the current value of your Account which is calculated by FinPros by combining:

- (a) the equivalent balance of your Account in the CMTA;
- (b) the Realized/Unrealized Losses and Realized/Unrealized Profits;
- (c) indicative costs to Close Out (fees, Finance Charges); and
- (d) the values of Transactions not yet booked.

This term may be referred to as "equity" on the Electronic Trading Service.

- **Act** means Law of Seychelles Securities Act 2007 and its related regulations, as amended from time to time.
- **Agreement** means this agreement (as amended from time to time) and all schedules, Product Specification and any ancillary documents referred to in this Agreement.
- **algorithmic trading** is defined as 'trading in financial instruments where a computer algorithm automatically determines individual parameters of orders such as whether to initiate the order, the timing, price or quantity of the order or how to manage the order after its submission, with limited or no human intervention, and does not include any system that is only used for the purpose of routing orders to one or more trading venues or for the processing of orders involving no determination of any trading parameters or for the confirmation of orders or the post-trade processing of executed transactions';

  whereby, a system shall be considered as having no or limited human intervention where, for any order or quote generation process or any process to optimize order-execution, an automated system makes decisions at any of the stages of initiating, generating, routing or executing orders or quotes according to pre-determined parameters'.
- **Applicable Laws, Rules and/or Regulations** means the Laws of Seychelles and Securities Act 2007, the Securities Dealer Guidelines and the Securities (Conduct of Business) Regulations 2008 and any other legislation and/or regulation and subsidiary regulation, instruments and directions of a regulatory authority or a court, rules and procedures of an Exchange or a CS Facility which apply to the relevant matter, also includes the Companies Ordinance Act 1972 and regulations made pursuant to the Act, FSA legislative instruments and other instruments.
- **Applicable Regulations** means:
  - (a) Rules of a relevant regulatory authority;

- (b) the Rules of the relevant Exchange; and
- (c) all other applicable laws, rules and regulations (including without limitation the Applicable Laws, Rules and/or Regulations) as in force from time to time, as applicable to this Agreement and any Transaction, or Electronic Trading Service.

- **Application Form** means the application you make (either online or paper copy) to FinPros to become a Client.
- **AML Laws** means the anti-money laundering and counter-terrorism financing laws (and related regulations) in Seychelles.
- **Ask** means the price which FinPros as the seller is willing to accept, *i.e.*, the price at which you can buy the Contract. This is also known as the "offer price".
- **Associated Company** means any of FinPros related body corporate.
- **Authorized Representative** means a person that is authorized to act on behalf of a Client as described in clause 12.
- **Base Currency** means the currency allocated to your Account (as chosen by you) in accordance with the Agreement.
- **Bid** means the price, which FinPros as the buyer is willing to accept, *i.e.*, the price at which you can sell the Contract.
- **Business Day** means any day other than a Saturday, Sunday and a public holiday in Seychelles.
- **Buy Transaction** has the meaning given to it in clause 9.3.
- **Client** refers to the person who is not under 18 years old (or entity) who has an Account.
- **CFD Transaction** has the meaning given to it in schedule 1.
- **Client Money Regulations** means the relevant provisions of the Act and Securities (Conduct of Business) Regulations, 2008 (including its related regulations).
- **Close Out, Closed Out and Closing Out** in relation to a Transaction means discharging or satisfying the obligations of the Client and FinPros under the transaction and this includes matching up the Transaction with a Transaction of the same kind under which the Client has assumed an offsetting opposite position.
- **Closing Level** means the price at which a Transaction is closed.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

- **Closing Value** means the value determined by multiplying the number of shares, contracts or other units of the Underlying Instrument that you are notionally buying or selling by the value that the number of shares, contracts or other units of the Underlying Instrument that you are notionally buying or selling at the Closing Out date.
- **CMTA** means client moneys trust account (or any one of several of them) maintained by FinPros as a "client bank account" as defined in the Securities (Conduct of Business) Regulations, 2008. The moneys held in it beneficially for you are credited to your Account.
- **Confirmation** means any confirmation of a Transaction issued by us to you and includes an electronically transmitted confirmation or a substantially continuously available account statement, which contains the information, which would be in a confirmation.
- **Contract Details** means the section of the public pages of our Website designated as the Contract Details as amended from time to time.
- **Contract** means an over-the-counter Financial Product issued by FinPros as principal to a Client.
- **Contracts for Difference** or **CFD** means a Contract (being a derivative) which derives its value from one or more Underlying Instruments.
- **Contract Value** means the number of shares, contracts or other units of the Underlying Instrument that you are notionally buying or selling multiplied by our then current quote for notionally buying or selling that number of shares, contracts or other units of the Underlying Instrument.
- **Corporate Event** has the meaning given to in under clause 26.1.
- **CS Facility** means a clearing and settlement facility, (which includes, for example, any clearing or settlement facility through which Transactions are cleared or settled), whether located in Seychelles or elsewhere.
- **Currency** means any legally accepted form of fiat currency.
- **Dollars** and **"$"** denote lawful currency of United States.
- **Euros** and **"€"** denote lawful currency of the Eurozone countries of the European Union.
- **Electronic Conversation** means a conversation between you and us, held via our Electronic Trading Services.

- **Electronic Instruction** has the meaning given to it in clause 11.4.
- **Electronic Trading Services** means any electronic services (together with any related software) including without limitation trading, direct market access order routing or information services that we grant you access to or make available to you either directly or through a third party service provider, and used by you to view information and to enter into Transactions. This term may be referred to as the "**Electronic Trading Platform**" in this Agreement and other disclosure documents.
- **Event of Default** means any event that occurs as outlined in clause 20.1.
- **Exchange** means any securities or futures exchanges, clearing house, self-regulatory organizations, alternative trading system or multi-lateral trading facility as the context may require from time to time.
- **Exchange Rate** means the rate (in relation to two currencies in respect of which you may wish to open a Foreign Exchange CFD) at which a single unit of the first currency that you state may be bought with or, as the case may be, sold in, units of the second currency that you state.
- **Expiry Transaction** means a Transaction, which has a set contract period, at the end of which the Expiry Transaction expires automatically.
- **Finance Charge** means an amount you pay in respect of your Transaction held overnight, in accordance with this Agreement. Sometimes this is referred to as a "swap" rate or "rollover" rate.
- **Finance Credit** means an amount you receive from us in respect of your Transaction held overnight, in accordance with this Agreement. Sometimes this is referred to as a "swap" rate or "rollover" rate.
- **Financial Product** includes the Contracts and any other financial products issued by FinPros from time to time.
- **FIX API** means Financial Information Exchange application programming interface.
- **Force Majeure Event** means any one or more of the following:
    - (a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in the Transactions;

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

- (b) the suspension or closure of any market or Exchange or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- (c) the occurrence of an excessive movement in the level of any Transaction, Underlying Instrument or Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;
- (d) any breakdown or failure of transmission, communication or computer facilities (including the Electronic Trading Service), interruption of power supply, or electronic or communications equipment failure beyond our control; and
- (e) failure of any of our relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. –

- **Foreign Exchange CFD** is a form of CFD that gives you exposure to changes in value of an Exchange Rate, but unless you and we expressly agree separately in writing, it cannot result in the delivery of any Currency to or by you.
- **FSA** means Financial Services Authority in Seychelles.
- **Futures CFD** is a form of CFD that gives exposure to changes in the value of a futures contract. It is not a futures contract traded on any Exchange and unless you and we expressly agree separately in writing, it cannot result in the delivery of any Instrument to or by you.
- **high frequency algorithmic trading** is defined as 'an algorithmic trading technique characterized by:

  a) infrastructure intended to minimize network and other types of latencies, including at least one of the following facilities for algorithmic order entry: co-location, proximity hosting or high-speed direct electronic access;

  b) system-determination of order initiation, generation, routing or execution without human intervention for individual trades or orders; and

  c) high message intraday rates which constitute orders, quotes or cancellations;"

  whereby, a 'high message intraday rate' is understood as 'the submission on average of any of the following:

a) at least 2 messages per second with respect to any single financial instrument traded on a trading venue;

b) at least 4 messages per second with respect to all financial instruments traded on a trading venue"; and

where only messages concerning financial instruments for which there is a liquid market are to be included in the calculation.

- **Initial Margin** means the amount which you are required to deposit with us (depending on the Financial Product), as the initial Margin Cover for any Transaction which you propose to enter into.
- **Last Dealing Time** means the last day and (as the context requires) time before which a Transaction may be dealt in, as set out in the Contract Details or otherwise notified to you, or otherwise the last day and (as the context requires) time on which the underlying Instrument may be dealt in on the relevant Underlying Market.
- **Linked Transactions** means two or more Transactions in respect of which we agree not to call for, or apply, the full amount of Margin because of the relationship between such Transactions.
- **Liquidation Level** means the minimum Margin Cover allowable before there might be automatic Close Out of all or some of your Open Positions.
- **Long Party** means the party to a Transaction who is treated as having notionally bought the Underlying Instrument (or, in the case of an Index CFD, a right in respect of payment arising from a change in the level of an index).
- **Loss** means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
- **Manifest Error** means a material error, obvious error or omission that is or should be reasonably obvious. This includes (but is not limited) an incorrect date, time, misquote of the Quotes by us, or by any Exchange, or price providing financial institution to us or any other information source that we rely on at the time of an Order or Transaction.
- **Margin** means the amount of money you are required to deposit with us in order to open and maintain a Transaction (including Initial Margin and Variation Margin) for opening and maintaining Transactions.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

- **Margin Cover** means the amount of Margin available for margin trading (and your continued trading) on your Account.
- **Market Spread** means the difference between the bid and offer prices for a Transaction of equivalent size in an Underlying Instrument, or a related Instrument, in the Underlying Market.
- **Minimum Trade Size** means, in respect of a Transaction in which a Minimum Trade Size applies, the minimum number of shares, contracts or other units of an Underlying Instrument that we will deal on, which in most cases is specified in the Contract Details and, where not so specified, we will inform you of on request.
- **Normal Market Size** means the maximum number of Underlying Instruments that we reasonably believe the Underlying Market to be good in at the relevant time.
- **Opening Level** means the price at which a Transaction is opened.
- **Open Position** means, at any time, a Transaction, which has not been Closed Out, or settled prior to the time agreed for settlement.
- **Order** means any order placed by you to enter into a Transaction.
- **P&L** means realized and/or unrealized profits and/or losses, as the case permits.
- **Privacy Policy** means the policy of that name of FinPros.
- **Product Specification** means a product specific module, which forms part of this Agreement (which we may provide on the Website) and sets out the terms, and conditions that apply to specific types of Transactions or services that we provide or supply to you.
- **Quote** means, in relation to a Transaction, the price or rate quoted by FinPros as finally determined when an Order is executed.
- **Realized/Unrealized Loss** means:
    - (a) (realized loss) – the amount by which the value of an Open Position on Close Out is less than the value of the Open Position when the Open Position was last valued or if the Open Position has never been valued previously, it is the value when the position was opened; and
    - (b) (unrealized loss) – the amount by which the value of an Open Position (not on Close Out) is less than the value of the Open Position when it was last re-

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

valued or if the Open Position has never been valued previously, it is the value when the position was opened.

(This term may be referred to as "Floating Loss" on the Electronic Trading Service).

- **Realized/Unrealized Profit** means:
  - (a) (**realized gain**) - the amount by which the value of an Open Position on Close Out is more than the value of the Open Position when the Open Position was last valued or if the Open Position has never been valued previously, the value when the position was opened; and
  - (b) (**unrealized gain**) – the amount by which the value of an Open Position (not on Close Out) is more than the value of the Open Position when it was last re-valued or if the Open Position has never been valued previously, the value when the position was opened.

  (This term may be referred to as "Floating Profit" on the Electronic Trading Services).
- **Rules** in relation to a financial market or Exchange means the operating rules, procedures, customs and usages of the financial market or Exchange.
- **Schedule** means any schedule that is annexed to this Agreement and forms part of this Agreement.
- **SDL** means Securities Dealer License.
- **Security Data** means one or more user identification codes, digital certificates, passwords, authentication codes, or such other information or devices (electronic or otherwise) as may be provided or specified to you, to enable your access to the Electronic Trading Services.
- **Sell Transaction** has the meaning given to it in clause 9.3.
- **Share CFD** is a form of CFD that gives exposure to changes in share prices. It is not an agreement to buy or sell any amount of shares and, it cannot result in the delivery of any shares to or by you.
- **Short Party** means the party to a Transaction who is treated as having a financial outcome similar to having effectively sold the Underlying Instrument.
- **Spread** means the difference between the Bid price and the Ask price of a Contract.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

- **Stock Index CFD** is a form of CFD that gives exposure to changes in the value of a stock index.
- **System** means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Trading Service.
- **Tax** means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any Government agency, other than any imposed on overall net income.
- **Transaction** means any contract between you and FinPros as principal:
    - (a) to pay, or to agree to pay, an amount calculated in respect of an Underlying Instrument in one currency against the settlement in the same or another currency (or other agreed Underlying Instrument); and
    - (b) in respect of which (other than in respect of Closing Out an Open Position as permitted under this Agreement) you have, or you are taken to have, agreed (whether orally, electronically or in writing) to:
        - (i) the specification of the Underlying Instruments involved;
        - (ii) the amount of Underlying Instruments involved and, if applicable, the amount of the specified currency involved;
        - (iii) the Quote;
        - (iv) Transaction Fee and Finance Charges; and
        - (v) any other features agreed by FinPros.

      It also includes Expiry Transactions and CFD Transactions as the context requires.
- **Transaction Fee** means the fee or commission from time to time specified by FinPros to be the amount payable by you to FinPros in respect of each Transaction, as set out on the Electronic Trading Service.
- **Undated Buy Transaction** means a Transaction with an indefinite contract period that is not capable of expiring automatically.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

- **Underlying Market** means an Exchange or other similar body or liquidity pool on which an Underlying Instrument is traded.
- **Underlying Instrument** means any security, financial product, foreign exchange, cryptocurrency, commodity, index or other item (or any combination of one or more of those) the subject of a Transaction, including a value determined by reference to an index or an index multiplied by an amount of currency, in any jurisdiction, whether or not through an Exchange or other market facility.
- **Variation Margin** means an amount, which you are, required to pay to FinPros as additional Margin cover.
- **Website** means www.finpros.com.

32. INTERPRETATION

32.1. reference to:

a) a clause is a reference to a term of this Agreement;

b) an Act of Parliament is a reference to such Act as from time to time amended, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;

c) any time or date will be to Server Time, unless expressly noted to the contrary; and

d) the singular will import the plural and the masculine will import the feminine, as the context requires.

32.2. The following rules also apply in interpreting this document, except if the context makes it clear that a rule is not intended to apply.

a) Headings used in this Agreement are used for convenience only, and do not affect interpretation.

b) A reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.

c) A singular word includes the plural and vice versa.

d) A word, which suggests one gender, includes the other gender.

e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

f) A reference to time is to local time in Seychelles, unless otherwise specified.

g) Anything permitted to be done by FinPros in accordance with this Agreement may be done in its absolute discretion, and any opinion or view required to be formed by FinPros may be formed in its absolute discretion.

h) For the avoidance of doubt, time will continue to run on days, which are not Business Days.

i) The English version of this Agreement prevails over any other translated version of this Agreement.

32.3. If a specific provision in a Schedule is inconsistent with another provision in this Agreement, the specific provision prevails over the other provision to the extent of the inconsistency.

SCHEDULE 1 – TERMS FOR TRADING IN CFDS

1. SCOPE OF THIS SCHEDULE

1.1. This schedule applies to you each time you place an Order to deal in CFD. You agree to be bound by the terms contained in this schedule.

1.2. If there is any inconsistency between this schedule and the Agreement, the provisions of this schedule will prevail to clarify any inconsistency.

1.3. Any capitalized term not defined in clause 2 of this schedule will have the corresponding meaning given to it in clause 32.1 of the Agreement.

1.4. References to "the Agreement" in this schedule means to the main body of the Agreement.

2. DEFINITIONS

2.1. The following capitalized words in this schedule have the following meanings:

- **CFD Transaction** means a Transaction entered into by you in respect of a CFD or CFDs.
- **Trigger Event** means any one or more of the following events as determined by FinPros:
  - (a) an event that has a diluting effect on the market value of securities;

- (b) if the Underlying Instrument is an index, a substantial adjustment to the composition of the index outside its own terms allowing for adjustments or weightings; a failure to publish the index or a suspension or cancellation of the index;
- (c) if the Underlying Instrument is a security, a subdivision, consolidation or reclassification of the security, or a free distribution of securities to existing holders by way of a bonus or capitalization;
- (d) if the Underlying Instrument is a derivative which is able to be traded on an Exchange – any event in respect of which the operator of the Exchange makes an adjustment to the terms of the derivative;
- (e) a distribution to existing holders of additional shares or other securities or other Financial Products granting them the right to receive dividends or other proceeds equally and proportionately with payments made to holders of the underlying securities; or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in money cash or money's worth) at less than the prevailing market price per share as determined by FinPros.

3. OPENING A CFD TRANSACTION

3.1. You enter into a CFD Transaction either buying (going long) or selling (going short) a CFD. You go "long" when you buy a CFD in the expectation that the price of the Underlying Instrument to which the CFD relates will increase. This would have the effect that the price of the CFD would increase. You go "short" when you sell a CFD in the expectation that the price of the Underlying Instrument to which the CFD relates will decrease. This would have the effect that the value of the CFD would decline.

3.2. A CFD Transaction comes into existence when we have accepted your Order to enter into the CFD Transaction.

3.3. The obligation to pay any fees and charges as outlined in clause 14 of the Agreement (as the context requires) applies to CFD Transactions.

3.4. The Margin obligations outlined in clause 16 of the Agreement (as the context requires) applies to CFD Transactions.

4. CLOSING A CFD TRANSACTION

4.1. You acknowledge that:

a) Most (but not all…) CFDs do not expire or have a fixed term of existence, so they must be Closed Out by you (or us).

b) CFDs with an expiry date will be governed by clauses 10.7 through 10.16 of the Agreement.

4.2. If you wish to close an Open Position in respect of a CFD Transaction, you enter into a new position, which is equal and opposite to the Open Position. To close a 'bought' or 'long' position - you sell. To close a 'short' or 'sold' position - you buy.

4.3. At the time that the Open Positions are Closed Out, the Electronic Trading Service will calculate the remaining payment rights and obligations to reflect movements in the Contract Value since the previous business close (including any other credits/debits). Since you enter into a position to Close Out the existing position, there may be a fee on the position used to close the position, which you agree to pay.

4.4. You may give us notice of your intention to close any CFD (whether in whole or part) by specifying the Underlying Instrument and the quantity of CFDs that you wish to close. This must be done by you placing an Order for a CFD Transaction, which, if accepted, would Close Out the CFD that you wish to close.

4.5. At the Closing Out of a CFD Transaction, if there is a difference between the Closing Value and the Contract Value of the CFD it must be accounted for in the following way:

a) if the Closing Value is greater than the Contract Value, the Short Party must pay to the Long Party the difference; and –

b) if the Closing Value is less than the Contract Value, the Long Party must pay to the Short Party the difference.

4.6. If the issuer whose security represents the Underlying Instrument on which all or part of a CFD Transaction is based becomes insolvent, the CFD Transaction will be taken to have been Closed Out at that time. The Closing Price of the CFD Transaction will be determined by us and we may consider a number of factors we believe appropriate in the circumstances.

4.7. If the Underlying Instrument on which the CFD Transaction is based ceases to be listed for quotation on an Exchange, or is suspended or is halted from quotation, we may, in its absolute discretion, elect to terminate the relevant CFD Transaction and make necessary adjustments that we believe are necessary.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

4.8. All adjustments or price calculations made by us in respect of a CFD Transaction is binding on you.

5. TRIGGER EVENTS

5.1. If an Underlying Instrument in respect of a CFD is subject to a Trigger Event, we will make the necessary adjustments to the CFD Transaction (including the Contract Value) that we believe is fair and reasonable in the circumstances. Any adjustment will take effect at the time that we determine.

5.2. If at any time, a Trigger Event occurs and it is not reasonably practicable as determined by FinPros in its absolute discretion to make an adjustment, FinPros may at any time after the Trigger Event give you notice of FinPros' intention to Close Out the CFD Transaction with the Closing Value being that notified to you by FinPros.

6. TERMINATING A CFD

6.1. You acknowledge that FinPros may terminate a CFD (apart from any other right to terminate) if:

a) the Underlying Instrument ceases to be able to be traded on an Exchange or is subject to a trading suspension or trading halt for a period of more than five (5) Business Days;

b) a Trigger Event occurs and FinPros determines that it is not reasonably practicable to make an adjustment to the terms of a CFD under this schedule;

c) FinPros' rights under the relevant hedge contract or in respect of the relevant Underlying Instrument, are Closed Out, suspended or terminated by its hedge counterparty (which may occur automatically under the terms of any agreement between FinPros and the hedge counterparty); or

d) FinPros considers, acting reasonably, that the hedge counterparty or issuer of the Underlying Instrument may not be able to meet its obligations to FinPros under the terms of the hedge contract or Underlying Instrument or other contracts between FinPros and the issuer of the Underlying Instrument or the hedge counterparty.

6.2. If FinPros terminates a CFD under this clause or otherwise, FinPros will determine a termination value, payable by FinPros to you or by you to FinPros, which FinPros considers appropriate, acting reasonably, and having regard to the circumstances of termination, and the

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity

value (if any) of the Underlying Instrument. The termination will take effect at the time determined by FinPros.

'FinPros.com' is a domain owned by FQ Holdings LTD, a Company incorporated in Isle of Man with registration number 018221V. The Domain is operated by 'FinPros Financial Ltd', a Company incorporated in Seychelles with registration number 8429300-1, having its registered office at CT House, Office 9A, Providence, Mahé, Seychelles, and regulated by the Financial Services Authority ('FSA') as a Securities Dealer with License number: SD087. Finquotes Management LTD, a Company incorporated in Cyprus with registration number HE433355, having its registered office at Georgiou Gennadiou 10, Agathangelos Court, 3rd floor, Flat 303, 3041, Limassol, Cyprus, is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity