



WISETRADER

F1Markets Limited
43 Kolonakiou Avenue, CY-4103
Agios Athanasios, Limassol,
Cyprus
www.wisetrader.com

TERMS AND CONDITIONS

Last Update: July 2018/ v.5

F1Markets Ltd operating under the brand name Wisetrader is a Cypriot Investment Firm (“CIF”) registered with the Registrar of Companies in Nicosia (Address: Tassou Papadopoulou 6, Flat/Office 22, Agios Dometios, 2373, Nicosia, Cyprus, Company Registration No. HE329568) and regulated by the Cyprus Securities and Exchange Commission (hereinafter “CySEC”) under License Number 267/15 (hereinafter the “Company”). The Company does its utmost to ensure the privacy, confidentiality and security of its clients are preserved both throughout their interaction with the company and afterwards, to the fullest extent achievable by the Company.

The Company will provide the Investment and Ancillary Services covered by this Agreement to the Client, through its online electronic system (hereinafter called the “Trading Platform”). The Company will offer Services to the Client at the absolute discretion of the Company subject to the provisions of section 7 below.

The present Terms and Conditions and the following appendices: “Order and Execution Policy”, “Client Categorisation”, “Investor Compensation Fund”, “Conflict of Interest Policy”, “General Risk Disclosure” (hereinafter “the Appendices”) (all together, i.e. the present Terms and Conditions and the Appendices, the “Agreement”), which are uploaded on the Website and available for all prospective clients under title Service Agreement and Appendices, set out the terms upon which the Company will offer Services to the Client, the rights and obligations of both Parties, shall govern the trading activity of the Client with the Company and also include important information which the Company is required to provide as an authorised Cyprus Investment Firm to its prospective Clients under the Applicable Regulation.

The Client declares to have read, understood and accepted all the above-mentioned documents, as set out on the Company’s website www.wisetrader.com (hereinafter referred to as the “Website”) and it means that in the event that the applicant is accepted as a Client of the Company, the Client and the Company shall be bound by these documents.

The Client accepts this Agreement by registering a Trading Account on the Website. The Client agrees to be bound by the terms and conditions as provided in this agreement. The Agreement overrides any other agreements, arrangements, express or implied statements made by the



WISETRADER

Company or any Introducer(s)/ Agent(s). Subject to the Company's final approval, the Client enters into a legal and binding contract with the Company.

Any agreement between the Company and its Clients and the procedure to be followed under it, is governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 of the Republic of Cyprus implementing the EU Directive 2002/65/EC and all subsequent amendments to these under which the Agreement need not be signed and the Agreement has the same legal effect and establishes the same rights and duties and responsibilities as a printed agreement signed between both Parties.

By accepting this current agreement, the Client confirms that they are able to receive information, including amendments to the present agreement either via email or through the Website. You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by 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 Trading Platform and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirements that a communication should be 'signed' and 'in writing'. Accordingly, any such documents that are delivered to you electronically are deemed to be 'in writing'.

The Company reserves the right to register and operate other website(s) for identifying suitable opportunities and creating consumer interest and awareness towards the Services to specific countries, which contain information and disclosures to the Clients and prospective clients in a foreign language.

The Company may provide all company documents in languages other than English for informational purposes only. Any translations provided do not bind the Company legally and the Company is not responsible for the accuracy of the information therein. The Client should also refer to the Website in English for information on the Company and its policies.

The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client in accordance with this Agreement. As soon as the Company receives the Client's advance payment, every operation made by the



WISETRADER

Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.

Definitions

In this Agreement, except where the context otherwise requires, the following terms shall have the following meaning:

“Abusive Trading” shall mean the following actions, but not limited to, pip-hunting, scalping, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, use of any trading robot computer programs, spiders or other automated data entry system with the Trading Platform (unless the Client receives express written consent by the Company prior to activating the trading robot computer program), violation of the paragraph 12.

“Access Code” shall mean the username and password given by the Company to the Client for accessing the Company’s Platform.

“Agreement” means the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.

“Appendix” means the Appendices of the Agreement, including “Order and Execution Policy”, “Client Categorisation”, “Investor Compensation Fund”, “Conflict of Interest Policy”, “General Risk Disclosure” as these may, from time to time be amended or replaced, which constitute an integral part of this Agreement.

“Applicable Regulation” shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Underlying Market; (c) the Investment Services and Activities and Regulated Markets Law of 2007, as amended; and (d) all other applicable laws, rules and regulations of the Republic

of Cyprus, of the European Union and MiFID, as amended from time to time.

“Annex” means the Annexes of the Agreement as these may, from time to time be amended or replaced, which constitute an integral part of this Agreement.

“Ask” shall mean the buying price of a financial instrument.

“Balance” shall mean the sum on the Client’s Trading Account after the last transaction made within any period of time; Wisetrader platform: deposits minus withdrawals plus Credit plus Trading Benefit and realized profit & loss.

“Balance Currency” shall mean the monetary unit in which all balances, commission fees and payments of the Client’s Trading Account are nominated and calculated.

“Base Currency” shall mean the first currency in Currency Pair.

“Bid” shall mean the selling price of a Financial Instrument.

“Business Day” shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Website.

“Client” means a natural or legal person, accepted by the Company as its Client to whom Services will be provided by the Company under the Terms.

“Client’s Trading Account” shall mean the special personal account for internal calculation and Client’s deposits, opened by the Company in the name of the Client. The various documents which form the



WISETRADER

Agreement, including but not limited to the present Terms and Conditions and Appendices, may use the word trading account or client's trading account interchangeably, which all have the same meaning and apply to all such trading accounts held under the name of the Client.

“CFD (contract for difference)” means a tradeable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Transaction, and the value of that Instrument at the contract's end.

“Contract Specifications” shall mean each lot size or each type of the Financial Instruments offered by the Company as well as all necessary trading information concerning spreads, margin requirements etc., as determined in the Website and/or the Platform.

“Durable Medium” means any instrument, which enables the Client to store information addressed personally to the Client, in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

“Exchange” means any Regulated Market.

“Execution” means the execution of Client order(s) by the Company acting as a broker / matched trader for the Market Maker as per the terms of the present agreement.

“Equity” means the balance plus/minus any profit/loss that derives from any open positions.

“FATCA” means a United States federal law full name of which is The Foreign Account Tax Compliance Act.

“Financial Instruments” shall mean the CFD Contracts available for trading and other derivative contracts.

“Floating Profit/Loss” shall mean the unrealized profit (loss) of open positions at current prices of the

underlying currencies, contracts or stocks, equity indexes, precious metals or any other commodities available for trading.

“Force Majeure” shall include events, without limitation, any technical difficulties such as telecommunications failures or disruptions, non-availability of the Website, e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events.

“Free Margin” shall mean the funds not used as the guarantee to open positions, calculated as: Free Margin = Equity – (used) Margin.

“Inactive Trading Account” shall mean any Client's Trading Account in which the Client did not open any position(s) and/or close any position(s) and/or kept on hold any open position(s) for a period of 60 days.

“Introducer” shall mean any third person such as a business introducer or associate or affiliate that introduces the Client to the Company.

“Investor Compensation Fund” (CIF) means the fund of clients of CIFs, who are fund members, established pursuant to article 59(1) and (2) of the Law, and whose powers and functions are regulated by the provisions of the Law and this Directive DI144-2007-15 of 2015 of the CySec.

“KYC documents” means the documents of the Client that include the passport, or ID cards and utility bill of the Client.

“Law” means the Investment Services and Activities and Regulated Markets Law of 2012 (Law 144(I)/2007) as this may, from time to time be amended or replaced.



WISETRADER

“Margin” means the required funds available in the trading account for the purposes of maintaining an open position.

“Margin Level” means the minimum amount of equity a client needs to maintain an open position which is calculated as Equity/Margin.

“Market” means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in Cyprus or abroad.

“Market Maker” means the licensed entity for which the Company acts as a broker and facilitator for the purposes of reception and transmission of orders placed by the Client. For the avoidance of doubt, it is hereby noted that all transactions placed, received by the Company will be transmitted to the Market Maker. As per the terms of the “Agreement for the provision of liquidity and market making services” entered into between the Company and IOS Investment Ltd, with respect to the Services covered by the Agreement, the Company is acting as a commission based broker for IOS Investment Ltd and any market risk associated with the Execution lays with IOS Investment Ltd.

“Open Position” shall mean the deal of purchase (sale) not covered by the opposite sale (purchase) of the contract.

“Operating (Trading) Time” means the period of time within a calendar week, where the trading terminal or platform of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as it deems fit, upon notification to the Client.

“Order” shall mean the request for the transaction execution.

“Over-the-Counter (OTC)” means off-exchange trading i.e. the Financial Instruments offered by the Company are executed outside of a regulated exchange or Multilateral Trading Facility (MTF).

“Party” or **“Parties”** shall mean the Company or the Client referred to individually as a ‘Party’ and both of them together, collectively as the ‘Parties’.

“Password” means the password chosen, at the request of the Company, by the Client for accessing the Company’s Trading Platform.

“Pending Order” shall mean either a buy stop or sell stop or buy limit or sell limit order.

“Prices” means the prices offered to the Client for each transaction and which are based on the market rates provided by the Market Maker, and may be changed without prior notice. Where this is relevant, the “Prices” given through the Trading Platform include the Spread (see definition below). The Prices are the prices the Market Maker and the Company as its broker / matched trader are prepared to deal with the Client.

“Registration Form” shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client’s Trading Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his/her categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

“Retail Client” means a Client who is not a ‘Professional Client’ or an ‘Eligible Counterparty’ under the meaning of the EU Markets in Financial Instruments Directive (hereinafter - “MiFID”) and in accordance to the Investment Services and Activities and Regulated Markets Law of 2007.

“Scalping” shall mean the situation where the Client opens too many positions in CFDs at the same time and closes them for less than five minutes or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

“Services” means the services provided or should be



WISETRADER

provided by the Company, acting as a broker, to the Client Trading Platform.

“Spread” means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission.

“Transaction” means the opening or closing of any offer to either Buy or Sell a Financial Instrument effected in the Client’s Trading account. For the avoidance of doubt, it is noted that the Company acts merely as a broker / agent, and therefore, all transactions placed through the Company’s Trading Platform will be transmitted for execution to the Market Maker as per the provisions of the Agreement.

“Trading Account” means unique personified register (account) of all the transactions/ operations on the trading platform of the Company.

“Trading Platform” means all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

“Underlying Asset” shall mean the financial instrument (e.g. stock, futures, commodity, currency, index) on which a derivative’s price is based.

“Underlying Market” shall mean the relevant market where the Underlying Asset of a CFD is traded.

“Username” means the username chosen, at the request of the Company, by the user for accessing the Company’s Trading Platform.

“US Reportable Person” for the purposes of this Agreement means, a US Reportable persons who, in accordance with FATCA provisions, are defined as follows:

1. US citizen (including dual citizen)
2. a US resident alien for tax purposes
3. a domestic partnership
4. a domestic corporation
5. any estate other than a foreign estate
6. any trust if:
 - o a court within the United States is able to exercise primary supervision over the administration of the trust
 - o one or more United States persons have the authority to control all substantial decisions of the trust
7. any other person that is not a foreign person.

“Website” shall mean the Company’s website at www.wisetrader.com or such other website(s) as the Company may maintain from time to time.

- I. Any term used in this Agreement and not otherwise interpreted, shall have the meaning attributed thereto in the Law and/or any EU Directive.
- II. Headings of the paragraphs shall be used solely for ease of reference and shall not affect the contents and interpretation of the Agreement.
- III. Unless the context otherwise requires, reference to persons shall also include legal persons, the singular shall include the plural and vice-versa and either gender shall include the other.
- IV. Reference to any agreement (including without limitation, this Agreement) or to any other document, shall be deemed to include references to them as these may from time to time



WISETRADER

be amended, expanded or replaced and to all agreements and documents, which are declared to be supplementary to them or are attached thereto.

1. Commencement of the Agreement

- 1.1. The Agreement shall commence once we complete the due diligence and 'Know-Your-Customer' procedure resulting in your Account(s) being activated and as soon as we have informed you that we have accepted your application to open an account with us.
- 1.2. We may from time to time send to you further communications in respect of certain transactions and/or contracts, which may contain specific legal and/or contractual provisions. In the event of any conflict and/or discrepancy between the clauses of this Agreement and/or its annexes, appendices, addenda, attachments, schedules and/or exhibits, and the legal and/or contractual provisions set forth in such communications to you in respect of certain transactions and/or contracts, the latter shall prevail.
- 1.3. The Agreement shall be effective since the day of receiving the activation email for an indefinite time period until its termination as per Termination section of the Agreement.

2. Provision of Services

- 2.1. Subject to the Client fulfilling the obligations under this Agreement, the Company shall facilitate the execution of relevant transactions requested by the Client and allowed by the capabilities of the Company and the Agreement.
- 2.2. The Company shall carry out all transactions with the Client as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute transactions requested by the Client as provided in this Agreement even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favourable than those offered in the Trading Platform.
- 2.3. The Investment and Ancillary Services which the Company should provide under the terms of the Agreement are stated below, and the Company will provide them in its capacity as a broker under the terms of this Agreement. The Services that the Company has the right to



WISETRADER

provide in relation to one or more Financial Instruments as specified in its CySEC license as per the terms of the Agreement are the following:

2.4. **Investment Services and Activities**

- Reception and transmission of orders in relation to one or more Financial Instruments;
- Execution of the orders on behalf of the Client.

2.5. **Ancillary Services**

- Safekeeping and administration of the Financial Instruments for the Client's Trading Account, including custodianship and related services such as cash/collateral management.
- Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
- Foreign exchange services where these are connected to the provision of the Investment Services.

2.6. The Company does not provide investment, tax or trading advice. Our services include 'execution only' meaning that the Company will act on your instructions and will not advise you on any transaction, nor will we monitor your trading decisions to determine if they are appropriate for you or to help you avoid losses. You should obtain your own financial, legal, taxation and other professional advice.

2.7. **Financial Instruments**

- Financial Contracts for Differences (CFDs) in stock options, commodities and currency pairs (FX);

2.8. The Company also offers trades on Cryptocurrencies and CFDs on Cryptocurrencies. These instruments are not recognised as financial instruments under MiFID.

2.9. Trading in CFDs and other derivatives does not give you any right, voting right, title or interest in the underlying instrument of the Transaction. You understand that you are not entitled to take delivery and are not entitled to ownership of any underlying instrument.

2.10. CFDs are not traded on a regulated exchange and are not cleared on a central clearinghouse. This exchange and clearinghouse rules and protections do not apply.

2.11. The Company agrees to provide the Client with the Services subject to the Client:



WISETRADER

- Being over 18 years old and of legal competence and sound mind;
 - Not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local law or regulation. It is the Client's responsibility to ascertain the terms of and comply with any local law or regulation to which they are subject.
 - Please note that the Company does not offer financial products or services to residents of Belgium, due to restrictions applicable in Belgium;
 - Not being a US Reportable Person, in accordance with FATCA;
 - Not being a citizen or resident of the following jurisdictions: Australia, Canada, Belgium, Israel, Palestine, Japan, Sudan, Syria, Iran, or North Korea.
- 2.12. Without derogation from the above, the Company reserves the right, acting reasonably, to suspend or refuse access to and use of the Trading Platform to anyone at its sole and absolute discretion.
- 2.13. Any reports, news, opinions and any other information which may be provided by the Company to the Client, aim to facilitate the Client in making his own investment decisions and do not constitute personal investment advice. In case the Company is deemed, for any reason to provide any recommendation and/or advice, the Client hereby agrees that any transaction effected either by adopting or ignoring any such recommendation and/or advice shall be deemed to have been affected by the Client relying exclusively on his own judgment and the Company shall have no responsibility.
- 2.14. The Client agrees and acknowledges that he shall be exclusively responsible for any investment strategy, transaction or investment and he shall not rely on the Company for this purpose and the Company shall have no responsibility whatsoever, irrespective of any circumstances, for any such investment strategy, transaction or investment.

3. Advice and Commentary

- 3.1. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction. The Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets.



WISETRADER

- 3.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.
- 3.3. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:
- 3.3.1. The Company will not be responsible for such information.
- 3.3.2. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
- 3.3.3. This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- 3.3.4. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- 3.3.5. The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.
- 3.4. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

4. Application, Registration and Verification

- 4.1. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company.
- 4.1.1. Identification documents may include but are not limited to:**
- Passport or ID Cards issued by Government Authority



WISETRADER

- Proof of Address in the form of a Utility Bill or Bank Statement
- 4.1.2. The Company reserves the right to request additional supporting documents during the verification of the Client's Trading Account and on an ongoing basis during the business relationship.
 - 4.1.3. Depending on the method of deposit, the Company reserves the right to request supporting documentation in order to verify the beneficial owner of the account from which funds have been sent.
 - 4.1.4. In the case of Credit or Debit Cards, the Company will request a scan copy of the front and back of the card. The Client should ensure to only leave available the first 6 and last 4 digits of the card number. All other digits and the CCV Code on the back should be covered for the Client's protection.
- 4.2. It is understood that the Company is not required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied.
 - 4.3. In the cases where, however, the Client has not submitted to the Company all the required identification documents and his identity has not been verified prior/when commencing the establishment of the business relationship with the Company, the Company may accept the Client, with the following provisions in place:
 - 4.3.1. the cumulative amount of deposited funds of the Client are not exceeding the amount of €2.000;
 - 4.3.2. deposits are performed only from bank accounts (or through other means linked to a bank account, e.g. credit card), which is in the name of the Client;
 - 4.3.3. the cumulative time in which the verification of the identity of the Client is completed, does not exceed 15 days from initial contact;
 - 4.3.4. in case the cumulative amount of deposited funds of the Client exceeds the amount of €2.000 prior to the set time frame of 15 days from initial contact then the Client shall be responsible to complete with the Company the verification of the Client's identity on the date the deposited funds of the Client have exceeded the amount of €2.000.
 - 4.4. The procedure for 4.3. returning the funds shall occur immediately, regardless of whether the customer has requested the return of their funds or not. The returned funds will include any profits the Client has gained during their transactions and deducting any losses incurred.
-



WISETRADER

- 4.5. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries due to the requirement under Applicable Regulations for a CIF to take a risk based approach when performing due diligence on Clients.
- 4.6. The Client agrees to:
 - 4.6.1. Notify the Company of any changes to their personal and/or financial information by sending an email to backoffice@wisetrader.com.
 - 4.6.2. Notify the Company of any changes to their email or telephone number by sending an email to support@wisetrader.com.
 - 4.6.3. Provide true and accurate data
- 4.7. The Company may, at its discretion and depending on the deposit amount of the Client, give the client up to seven (7) days from the date of deposit, to provide supporting documents for the verification of the account. During this time, the Client will have access to the trading platform. If the Client does not provide the documentation within this timeframe, the Company may suspend the client's account.
- 4.8. Furthermore, the Client, hereby, explicitly consents that in the case where the verification of the Client's identity has not been completed during the designated timeframe of fifteen (15) days (i.e. the Client does not provide the KYC documentation within this timeframe), the commencement of a business relationship is terminated on the date of the deadline's expiry and all deposited funds are returned to the Client, in the same bank account from which they originated.
- 4.9. The Company reserves the right to use the Client's information in order to follow anti-money laundering regulation. The Client authorizes the Company to use such information to perform internal checks.
- 4.10. The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Client Account has been activated, and will continue unless or until terminated by either party in accordance with clause 26.
- 4.11. The Client has the right to register only one Trading Account, if any Client has multiple Trading Accounts then the Client needs to inform the Company in relation to these Trading Accounts before carrying out any transactions. If for any reason, the Company is not informed of any multiple Trading Accounts and discovers this to be the case, the Client will be contacted in order to choose which account they wish to keep. All other accounts will be



WISETRADER

blocked and Client's funds will be refunded back to the Client. Any losses incurred as a result of trading will not be refunded to the Client.

5. Assessment of Appropriateness

- 5.1. In accordance with our governing regulation, part of the information requested from Clients is used to assess the Client's appropriateness to the services and financial instruments offered by the Company.
- 5.2. In providing execution of Client Orders services to the Client, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, so as to enable the Company assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him/her.
- 5.3. In case the Company, based on the information provided by the Client, decide that the service or product is not appropriate for the Client, this will be notified to the Client immediately using a standardized warning. In case the Client does not provide the necessary information for the performance of the appropriateness test, the Company will prepare and send to the Client a standardized warning informing the Client that the Company is unable to assess whether the service or product is appropriate for him/her. It is then up to the Client to decide whether he/she will proceed with his/her trading activity.
- 5.4. The Company shall assume that information about the knowledge and experience provided by the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

6. Client Categorisation

- 6.1. The Company is required under MiFID to categorize any Client as eligible Counterparty, Professional Client or Retail Client so that when carrying out business with a Client, the



WISETRADER

- Company can provide the level of information, services and protection that is appropriate to and consistent with a Client categorization.
- 6.2. On the basis of the information available to the Company, the Company categorized the Clients as a Retail Client and the Client agrees that he/ she will be subject to the rules of professional conduct, which govern the Company's relationship with Retail Clients.
 - 6.3. The Client accepts that when categorising the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Registration Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter;
 - 6.4. This categorisation will apply to all of the Company's MiFID-related business with the Client unless the Parties agree otherwise.
 - 6.5. The Client has the right to request in writing to be categorized as a Professional Client (provided the relevant criteria and procedure are fulfilled), but in such case the Client will be afforded fewer regulatory protections. The Company will assess specified quantitative and qualitative criteria in accordance with the provisions of the Law and the change of categorization will depend on its absolute discretion.
 - 6.6. It is understood that the Company has the right to review the Client's Categorisation and change his Categorisation if this is deemed necessary (subject to Applicable Regulations).

7. Client Warranties

- 7.1 The Client represents and warrants to the Company that:
 - 7.1.1 The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him; the Client has the authority to enter into this Agreement and to execute the provisions thereof;
 - 7.1.2 The Client has read and fully understood the terms of the Agreement, the "Risks Disclosure and Warnings Notice" found on the Website, the "Order Execution Policy", "Privacy Policy", "Anti-money Laundering", "Conflict of Interest Policy", and all other relevant policies included on the Company's Website;
 - 7.1.3 The Client shall be treated as a Retail Client, unless the Company shall classify or reclassify the Client as a Professional Client, or as an Eligible Counterparty, depending on the information the Client shall provide when completing the registration process or thereafter;



WISETRADER

- 7.1.4 Is the Client not under any legal disability with respect to, and is not subject to any law or regulation which prevents his performance of this Agreement or any contract or transaction contemplated by this Agreement;
- 7.1.5 The Client acts as principal and not as an authorized representative / attorney or trustee of any third party.
- 7.1.6 The Client will not enter into any Transaction for the purposes of arbitrage, Scalping or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform;
- 7.1.7 The monetary instruments and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal acts and/or criminal activities and/or terrorism;
- 7.1.8 The monetary instruments and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company, shall belong exclusively to the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing;
- 7.1.9 The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the Financial Instruments and/or legal documents, which the Client delivers to the Company are authentic, valid and free of any defect and they shall have the legal effect which they contend to have;
- 7.1.10 The Client certifies that he has provided accurate, complete and true information about himself upon registration and will maintain the accuracy of the provided information by promptly updating any registration information that may have changed. Failure to do so may result in Trading Account closure, Trading Account limitations and/or voiding of any transactions;
- 7.1.11 The Client confirms that he/she is not the US Reportable Person or citizen or resident of Australia, Canada, Belgium, Israel, Palestine, Japan, Sudan, the Syrian Arab Republic, the Islamic Republic of Iran and the DPRK.
- 7.1.12 The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve (12) months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;



WISETRADER

- 7.1.13 There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, subject to national restrictions in force.
 - 7.1.14 All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
 - 7.1.15 The Client confirms that he has reached the age of maturity in the country of his/her residency.
 - 7.1.16 The Client confirms that he is of legal competence and/or of sound mind
 - 7.1.17 The Client will provide KYC documents to the Company within a period not exceeding 7 days from the moment of depositing funds;
 - 7.1.18 The Client consents to the provision of the information of the Agreement by means of a Website or email;
 - 7.1.19 The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, policies and information about the nature and risks of investments by posting such information on the Website or email. Should the Client wish, he may request for these to be sent by post or fax.
- 7.2 The Client confirms that the purpose and reason for registering and operating a Wisetrader Trading account is to trade, on their own behalf, in any financial instruments and to take advantage of the services offered by the Company. The Client warrants that should the reason for operating a Wisetrader Trading account change, they will inform the Company immediately.
- 7.3 The Client warrants and/or shall repeat the above warranties at all times, including, without limitation, during and/or upon the execution of any transaction and/or trade, through the Trading Account and the provision of the Services.

8. Indemnity and Liability

- 8.1 The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives/affiliates against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance



WISETRADER

of his obligations under this Agreement and/or the liquidation of any Financial Instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, wilful default or fraud by the Company. This indemnity shall survive termination of this Agreement.

- 8.2 Trading on the Website or partly on one or more instruments may be cancelled with no advanced notice. The Client will have no claim or right of indemnification for damages allegedly caused by trading cancellation, whether for concluded transactions or for transactions, the Client may indicate that he allegedly intended to be carried out.
- 8.3 The Company shall not be liable for any loss, expense, cost or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost or liability is resulted from gross negligence, wilful default or fraud by the Company. Notwithstanding the provisions of paragraph 7.1 above, the Company shall have no liability to the Client whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.
- 8.4 The Company shall not be liable for any loss of opportunity as a result of which the value of the Financial Instruments of the Client could have been increased or for any decrease in the value of the Financial Instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, wilful default or fraud on the part of the Company.
- 8.5 The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, wilful default or fraud by the Company.
- 8.6 The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.
- 8.7 The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.
- 8.8 The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:
- 8.8.1 Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions,



WISETRADER

- communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects;
- 8.8.2 Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
 - 8.8.3 The acts, omissions or negligence of any third party;
 - 8.8.4 Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
 - 8.8.5 Unauthorised third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
 - 8.8.6 Any of the risks of the Risks Disclosure and Warnings Notice;
 - 8.8.7 Currency risk materialising;
 - 8.8.8 Any changes in the rates of tax;
 - 8.8.9 The occurrence of Slippage;
 - 8.8.10 The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders;
 - 8.8.11 Under Abnormal Market Conditions;
 - 8.8.12 Any actions or representations of the Introducer;
 - 8.8.13 Any acts or omissions (including negligence and fraud) of the Client and/or his Authorised Representative;
 - 8.8.14 For the Client's or his/her Authorised Representative's trading decisions;
 - 8.8.15 All Orders given through and under the Client's Access Data;
 - 8.8.16 The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s) and Website(s);
 - 8.8.17 As a result of the Client engaging in social trading,



WISETRADER

- 8.9 The Company should not be held responsible for any losses that the Client may incur (or to third party) due to reliance on inaccurate or erroneous financial information on the Website.
- 8.10 The Client should verify the accuracy and reliability of the information on the Website and its appropriateness in comparison with other dependable information sources. The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the Website or due to information sources used by the Website.
- 8.11 The Client approves and accepts that any oral information given to him/her in respect of his Trading Account might be partial and unverified. The Client's accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.
- 8.12 The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Platform(s).
- 8.13 The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.
- 8.14 Under no circumstances will the Company or its Agent(s) hold responsibility for direct or indirect damage of any kind, even if the Company or its Agent(s) had been notified of the possibility of aforesaid damages.

9. Reception & Transmission of Orders

- 9.1 By accepting this Agreement, the Client accepts that he has read and understood all provisions of this Agreement and related information on the Website. The Client accepts and understands that all orders received shall be transmitted for execution to the Market Maker "IOS Investment Ltd" with which the Company has an arrangement / agreement, and that for any orders placed with the Company, the Company shall act as an agent and not as a principal of the Execution. The Client is informed that the Company is paid monthly volume-based commissions from the Market Maker calculated as a percentage of the volume of orders transmitted for execution. Additionally, the Client is informed that the Company and the Market Maker are related companies, and information regarding the



WISETRADER

potential conflict of interest this may create can be found in the Company's Conflict of Interest Policy.

- 9.2 The Client authorizes the Company to rely and act in accordance with any order, which appears to have been placed (and has been reasonably accepted as such by the Company) by the Client in accordance with the section on Jurisdiction and Governing Laws and Regulations.
- 9.3 The Client may transmit orders to the Market Maker via Trading Platform or in such other manner as it may be specified from time to time, provided the Company is satisfied, at its absolute discretion, as to the identity of the person placing the order as well as for the validity of the order.
- 9.4 The Client agrees that the Company may record all telephone conversations between the Client and the Company's employees or representatives and use such recordings or transcripts from such recordings as evidence towards any dispute.
- 9.5 Any orders of the Client, once placed, cannot be revoked or amended, except where the Company, further to the coordination with the Market Maker, can and shall allow the Client to revoke or amend the relevant order.
- 9.6 Reception of the order by the Company shall not constitute acceptance and acceptance shall only be constituted by the transmission for execution of the order by the Market Maker.
- 9.7 The Company, upon acceptance of the order, shall only be liable for its due transmission for execution to the Market Maker, having the ability to execute such order.
- 9.8 The Company shall be obliged to transmit the Client orders for execution by the Market Maker sequentially and promptly.
- 9.9 The Client acknowledges and accepts:
 - i. the risk of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures of such means,
 - ii. the risk of delay or other problems as well as
 - iii. the risk that the orders may be placed by unauthorized persons and agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance to such orders. The Client accepts that during the reception and transmission of his order, the Company shall have no responsibility as to its content or the identity of the person placing the order, except for gross negligence, willful default or fraud by the Company.



WISETRADER

10. Refusal of Transmission of Orders

- 10.1 The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to transmit any order for execution by the Market Maker, including without limitation the following circumstances:
- 10.1.1 If the execution of the order aims or may aim to manipulate the market price of the Financial Instruments (market manipulation);
 - 10.1.2 If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading);
 - 10.1.3 If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering);
 - 10.1.4 If the Client has insufficient funds to cover the purchase of Financial Instruments or if there is insufficient number of Financial Instruments to cover their sale;
 - 10.1.5 If the Client fails to fulfill any of his obligations towards the Company under this Agreement;
 - 10.1.6 If the Client seeks to be or became the US Reportable Person or the citizen or resident of Australia, Canada, Belgium, Israel, Palestine, Sudan, Syria, Iran, North Korea or Japan.
 - 10.1.7 Internet connection or communications are disrupted.
 - 10.1.8 In consequence of request of regulatory or supervisory authorities of Cyprus or a court order or antifraud or anti-money laundering authorities.
 - 10.1.9 Where the legality or genuineness of the Order is under doubt.
 - 10.1.10 A Force Majeure Event has occurred, according to paragraph 27.
 - 10.1.11 In an Event of Default of the Client as described in paragraph 13.1 below.
 - 10.1.12 The Company has sent a notice of Termination of the Agreement to the Client.
 - 10.1.13 The system of the Company rejects the Order due to trading limits imposed.
 - 10.1.14 Under Abnormal Market Conditions.
- 10.2. Any such refusal by the Company shall not affect any obligation, which the Client may have towards the Company.



WISETRADER

11. Electronic Trading

- 11.1 By accepting this Agreement, the Client is entitled to apply for access codes, within the Company's electronic systems and/or Trading platform, in order to be able to give orders for the purchase or sale of the Financial Instruments by connecting to the internet through a compatible device such as a personal computer, a tablet or a smartphone. For this reason, subject to the Client's obligations under this Agreement, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully revocable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in particular Financial Instrument(s).
- 11.2 The Company reserves any and all the rights to the Platform not expressly granted to the Client by this Agreement. Rights to the Platform are licensed to the Client by the Company and not sold. All rights to the Platform shall remain the property of the Company.
- 11.3 The Client acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the Client's access to the Company's Trading Platform or part of them in order to ensure the effective and efficient operation of its systems and in order to protect its own interests and the interests of its Clients. In such cases, the Company may close any or all Trading Accounts.
- 11.4 The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.
- 11.5 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.
- 11.6 The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet
- 11.7 The Client agrees and declares that:



WISETRADER

- 11.7.1 the Client will ensure that the Username and Password issued by the Company in relation to the use of the Service(s) will only be used by him and will not be disclosed to any other person;
- 11.7.2 the Client shall destroy any written notification of his security information upon receipt;
- 11.7.3 the Client shall avoid choosing numbers, passwords etc. which may be easy to guess such as birthdays and telephone numbers;
- 11.7.4 the Client shall never write down or record his security information without disguising it, and
- 11.7.5 the Client shall be liable for all orders given through his security information and any orders received in this manner by the Company shall be considered to have been given by the Client.
- 11.7.6 the Client is granted an exclusive and non-assignable right to the use of and access to the Trading Account and that it is his responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his immediate family, shall gain access to and/or trade through the Trading Account assigned to her/him.
- 11.7.7 Frequent access and logins to the Trading Account via different IP addresses from different countries and/or via the use of VPN is an indication that shall reasonably lead the Company to believe that paragraphs 9.2.1 and 9.2.6 have been breached.
- 11.8 The Client undertakes to notify the Company immediately if the Client notices or has any reason to suspect that:
 - 11.8.1 the Client's security information has been learnt or may be misused by any person;
 - 11.8.2 any unauthorized or irregular transaction was recorded on his Trading Account;
 - 11.8.3 an erroneous order confirmation or any similar inaccurate or conflicting statement or any information;
 - 11.8.4 the Client became a US Reportable Person or a citizen or resident of Australia, Canada, Belgium, Israel, Palestine, Sudan, Syria, Iran, North Korea or Japan.
- 11.9 The Client acknowledges that the provision of the Service(s) may involve information being transported over an open network. Information is therefore transmitted regularly and without control across borders. The Company takes reasonable steps to avoid information being intercepted and read by third parties, by utilizing techniques such as encryption,



WISETRADER

however it is not always possible to avoid someone other than the Company from gaining access to information about the Client and the Client dealings with the Company.

- 11.10 The Client acknowledges that the Company will not take action based on the orders transmitted to the Company for execution by the Market Maker using electronic means other than those orders transmitted using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such orders.
- 11.11 The Company bears no responsibility for any actions or omissions of the Market Maker or of third parties nor does it bear any responsibility for any damage and/or loss and/or expense caused to the Client, and/or the Market Maker and/or third parties as a result of and/or in relation to any aforesaid action or omission.
- 11.12 The Company is not responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this agreement because of network connection or electricity failures.
- 11.13 Telephone instructions related to trading activities, are currently not permitted. The Company reserves the right, at its discretion, to amend this term in the future.
- 11.14 The Client using the Trading Platform can give only the following orders of trading nature:
- CALL – to buy an option;
 - PUT – to sell an option;
- 11.15 Orders can be transmitted for execution, only within the operating (trading) time. The Client's order shall be valid and in accordance with the type and time of the given order, as specified.
- 11.16 The Client acknowledges that the graphs displayed on the Trading Platform are indicative. Thus, the Company does not guarantee that the transaction that was transmitted for execution by the Market Maker will be made at the same prices specified in the Trading Platform at the time of the Client transactions.
- 11.17 The Client acknowledges and agrees that the Company has the right to close any transaction, at its sole and absolute discretion without providing prior notice to the Client if the underlying asset or contract on which the transaction is based settles on an expiry date as determined by the relevant financial market, in which the said asset is traded (such time referred to as 'Closing Time' and the relevant expiring transaction referred to as an 'Expiring Transaction'). The Company will not be obligated to take actions to roll over an open position in an Expiring Transaction.



WISETRADER

- 11.18 In case of force-majeure, the Company may suspend, freeze and/or cancel the Client positions and suspend any trading activities on the Trading Platform, and/or suspend the trading of a particular asset and/or request the revision of the executed transactions.
- 11.19 If the Client remains inactive for a period of 60 concurrent days ('Inactive Account'), his account will be charged with a monthly fee as provided in Section 19 of the Terms and Conditions. It should be made clear that the said fees shall not exceed the total balance of such Inactive Account.
- 11.20 Tournaments: Clients are given the opportunity to enter into tournaments in which virtual funds are traded. The top traders in the tournaments are awarded with real funds into their trading accounts. The Client accepts that the Company cannot guarantee fair play amongst all participants in the tournaments and enters them at their own risk.

12. Prohibited Actions on the Platform

- 12.1 It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):
- 12.1.1 use any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s).
 - 12.1.2 intercept, monitor, damage or modify any communication which is not intended for him/her.
 - 12.1.3 use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
 - 12.1.4 send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
 - 12.1.5 do anything that will or may violate the integrity of the Company's computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
 - 12.1.6 unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
 - 12.1.7 perform any action that could potentially allow the irregular or unauthorised access or use of the Platform(s).



WISETRADER

- 12.1.8 carry out any commercial business on the Platform(s), unless specifically allowed by us in writing.
- 12.1.9 The Client performs Abusive Trading.
- 12.2 Should the Company reasonably suspect that the Client has violated the terms of paragraph 12.1, it is entitled to take one or more of the counter measures of paragraph 13.2. of this Client Agreement.

13. Events of Default

- 13.1 Each of the following constitutes an “Event of Default”:
 - 13.1.1 The failure of the Client to perform any obligation due to the Company.
 - 13.1.2 If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client’s creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
 - 13.1.3 The Client is unable to pay the Client’s debts when they fall due.
 - 13.1.4 Where any representation or warranty made by the Client in Section 7 is or becomes untrue.
 - 13.1.5 The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
 - 13.1.6 Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 13.2.
 - 13.1.7 An action set out in paragraph 13.2 is required by a competent regulatory authority or body or court.
 - 13.1.8 The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client’s wrongdoing.



WISETRADER

- 13.1.9 The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.
- 13.1.10 If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
- 13.1.11 The Company reasonably suspects that the Client performed a prohibited action as set out in Section 12.
- 13.1.12 The Company reasonably suspects that the Client has carried out trading:
- i. which can be characterized as excessive without legitimate intent, to profit from market movements;
 - ii. while relying on price latency or arbitrage opportunities;
 - iii. which can be considered as market abuse or abusive trading; and
 - iv. during Abnormal Market Conditions.
- 13.1.13 The Company reasonably suspects that the Client opened the Client Account fraudulently.
- 13.1.14 The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.
- 13.1.15 The Company reasonably suspects that the Client's order may constitute an abusive exploitation of privileged confidential information.
- 13.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions as deemed appropriate under the circumstances:
- 13.2.1 Terminate this Agreement.
 - 13.2.2 Close any Open Positions.
 - 13.2.3 Temporarily or permanently restrict access to the Platform(s) or suspend or prohibit any functions of the Platform(s).
 - 13.2.4 Reject or Decline or refuse to transmit or execute any Order of the Client.
 - 13.2.5 Restrict the Client's trading activity.
 - 13.2.6 In the case of fraud, forgery or use of stolen cards reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of



WISETRADER

the relevant country, or of the credit card company or of another financial institution.

- 13.2.7 Cancel or reverse any profits gained through abusive trading of paragraph 13.1. (11) and (14) or the application of artificial intelligence on the Client Account or in case of the use of stolen cards, forgery, fraud or when the Client engaged into a criminal activity or money laundering.
- 13.2.8 Take legal action for any losses suffered by the Company.
- 13.2.9 Cancel or revoke any Bonuses awarded.
- 13.2.10 Cancel of profits gained through Abusive Trading.

14. Trade Confirmations

- 14.1 The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s), which will provide him with sufficient information in order to comply with CySEC's requirements in relation to Client reporting requirements. Furthermore, the Company may send to the Client, in a Durable Medium, a notice which confirms execution of the order and includes the essential information concerning its execution, no later than the first business day following receipt of the confirmation from the Market Maker or the third party. The Company shall not send a notice when a confirmation is promptly dispatched to the Client by the Market Maker or third parties executing the order and contains all relevant information.
- 14.2 If the Client has a reason to believe that the information included on his Client Account is incorrect or if the information is not included on his Client Account, the Client shall contact the Company within ten (10) Business Days from the date the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him/her and shall be deemed conclusive.

15. Client Money Handling Rules

- 15.1 Client's funds which will be used for the provision of Service(s) shall be held with the Company in the name of the Client in special client denominated accounts (further – Bank account) with reliable financial institutions (within or outside Cyprus or the EEA). These



WISETRADER

- funds will be segregated from the Company's funds and cannot be used for any other purpose. Company will not be held liable for the insolvency, act or omissions of any bank or other third party holding Client's funds.
- 15.2 The Client's funds in accordance with the provisions of paragraph 15.1 may be held in an omnibus account (i.e. with the funds of other Clients in a pooled Bank account), and although segregated from the Company's own funds it may not be segregated from the funds held for other clients within the relevant Bank account. Consequently, in the event of default on the part of the bank or other institution, which causes a shortfall in the funds held in the pooled Bank account, the Client may share proportionately in that shortfall.
- 15.3 The Client authorizes the Company to make deposits and/or withdrawals from the Bank account on his behalf including, without prejudice to the generality of the above, withdrawals for settlement of all transactions undertaken by this Agreement and all amounts payable by or on behalf of the Client to the Company or to any other third party.
- 15.4 The Company retains a right of set off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company and/or merge any accounts of the Client with the Company. Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to any rights other than those set out herein or to any credit facilities.
- 15.5 The Client has the right to withdraw the funds, which are not used for margin covering, free from any obligations from his account without closing the said account.
- 15.6 When a withdrawal application is submitted, the Company will process the withdrawal within one working day. The withdrawal applications which have not been received during business working hours and/or on during business days will be dealt the next business day. When your withdrawal application is approved, it may take time for the banks and/or payment processors to process the payment, in these cases the Company shall not be held liable for such delays.
- 15.7 The Client agrees to pay any incurred bank transfer fees when withdrawing funds from his/her account to his designated bank account. The Client is fully responsible for the payments details that he has provided to the Company and the Company accepts no responsibility for the Client's funds if the Client's given details are incorrect. It is also understood that the Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts/Trading Account(s).
- 15.8 The Client agrees that any amounts sent by the Client will be deposited to the Trading Account at the value date of the payment received and net of any charges / fees charged by
-



WISETRADER

the bank or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client before making any amount available to the Trading Account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received.

- 15.9 Withdrawals should be made using the same method used by the Client to fund his Trading Account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. The Company further reserves the right to request further documentation while processing the Client's' withdrawal request. If the Company is not satisfied with any documentation provided by the Client, the Company may reverse the withdrawal transaction and deposit the amount back to the Client's Trading Account.
- 15.10 In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's Trading Account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Client's Trading Account(s).
- 15.10.1 The Client agrees that in case of such negative balance in any of the Trading account of the Client, the Company can transfer such an amount from any other Trading Account of the Client to that Trading Account to cover the negative balance. Furthermore, it is understood and accepted by the Client that in case there are no sufficient amounts to cover for the negative balance as a result of funds being reversed by Client's Bank Account, the Company reserves the absolute right to terminate this Agreement with a twenty-four (24) hours' notice through internal mail and claim the amount of negative balance and any expenses it might occur.
- 15.10.2 For protecting your account from a negative balance, which is not a result of a reversal by the Bank Account provider, the Company will cover Client's negative balance and if there are no open positions on the Client's Trading Account, the Company, reserves the absolute right to manually adjust the Client's Trading Account back to zero (0) accordingly.
- 15.11 The Company shall not be obliged to pay to the Client any interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest. The Client consents that the Company will benefit for such an interest earned to cover registration / general expenses / charges / fees and interest related to the administration and maintenance of the bank accounts.



WISETRADER

- 15.12 It is understood by the Client that the Company may keep merchant accounts in its name with payment service providers (PSPs). The primary function will be to facilitate and settle payment transactions of its Clients and it is noted that merchant accounts are not used for safekeeping of Client money.
- 15.13 The Company will exercise due skill, care and diligence when selecting and appointing financial institutions such as banks or PSPs, especially in cases where these institutions hold Client money. The Company will periodically review, monitor and take into account the financial institution's reputation, integrity and expertise, in addition to its regulatory status. It should be noted that the Company cannot be held liable for any circumstances beyond its control and as such is not responsible for any losses the client may face as a result of the insolvency or failure of the financial institution where Client money is held.
- 15.14 For the purposes of safeguarding Client money, according to regulation, the Company:
- 15.14.1 Will retain accurate corresponding records distinguishing the Client money from its own as well as that of other Clients.
 - 15.14.2 Will conduct on a regular basis reconciliation between its internal accounts and records and those of any third parties by whom those funds are held.
 - 15.14.3 Will keep all Client money segregated from its own funds
 - 15.14.4 Will not use Client money for its own business purposes
 - 15.14.5 Will ensure that Client money deposited into financial institutions is segregated from its own money in clearly identified accounts (Clause 15.1)
- 15.15 The financial institution where segregated client funds will be kept may be within Cyprus or within the EEA. It should be noted that the applicable legislation applied to such financial institutions outside of Cyprus (but within EEA) may be different from the applicable legislation in Cyprus. In the event of insolvency, your funds may be treated differently from any treatment applicable to funds held in segregated accounts in Cyprus.
- 15.16 The financial institution, to which we will pass your money, may hold it in an omnibus account. Hence, in the event of the insolvency or any other comparable proceedings in relation to that financial institution, we may only have an unsecured claim against the financial institution on your behalf, and you will be exposed to the risk that the money received by us from the financial institution is insufficient to satisfy your claims. It is understood that the Company may hold Client money and the money of other clients in the same account.



WISETRADER

- 15.17 It is agreed that the Company shall have the right to transfer the Client Money to successors or assignees or transferees or buyers, with 15 Business Days prior Written Notice to the Client for the purposes of Clause 29.2 of the Client Agreement.
- 15.18 The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations.
- 15.19 The Company is covered by the Investors Compensation Fund (ICF) where the Client may be entitled to compensation from the ICF if the Company cannot meet its obligations in the situations explained in the Company's Investors Compensation Fund document.

16. Financial Instruments Handling Rules

- 16.1 The Financial Instruments purchased by the Client or by the Company on behalf of the Client and shall be registered in the name of the Client and/or in the name of the Company on behalf of the Client.
- 16.2 The Client's Financial Instruments shall be deposited for safekeeping with a third party/custodian in the name of the Client and/or in the name of the Company on behalf of the Client subject to the terms of this Agreement, which may include the Market Maker if applicable and permitted by applicable legislation. Such Financial Instruments may not be separately identifiable from the proprietary Financial Instruments of the third party / custodian and in such cases, the Client may not be fully protected against any act, omission or the insolvency of the third party / custodian.
- 16.3 The Company shall act with diligence and care during the appointment and monitoring of the third party / custodian for the holding and safeguarding of Financial Instruments. The Company shall not be liable for any loss suffered by the Client due to any act, omission or the insolvency of the third party / custodian, unless such loss is the result of gross negligence or fraud by the Company in the appointment or monitoring of the third party / custodian.
- 16.4 The Client's Financial Instruments in accordance with the provisions of Clause 15.1 may be held with Financial Instruments of other clients in a pooled Bank account with a third party / custodian. Consequently, in the event of default on the part of the third party / custodian which causes a shortfall in the Financial Instruments held in the pooled Bank account, the Client may share proportionately in that shortfall.
- 16.5 Where the Financial Instruments and assets of the Client are deposited for safekeeping with a third party / custodian of the Client's choice, the Client will enter directly into an



WISETRADER

agreement with the third party / custodian of his choice and will notify the Company in writing of the appointment and the details of the third party / custodian.

17. Client's Obligations

- 17.1 The Client shall be obliged to deposit with the Bank Account any required funds so that there is sufficient clear balance for the transmission of his order for the purchase of Financial Instruments and to deliver to the third party / custodian under the Company's control any Financial Instruments he requires from the Company to sell, which may include the Market Maker if applicable and permitted by applicable legislation. In case of non-fulfillment of these obligations, the Company shall be entitled not to transmit the relevant order, in whole or in part. If the Company transmits such orders, the Client shall be obliged to immediately pay the difference between the said balance and the cost of the transaction (in case of purchase) or to deliver the Financial Instruments and/or their control to the third party / custodian (in case of sale) and to pay the Company's fee, commissions and/or other expenses, otherwise the Client shall be instantly deemed in default without any further notice and shall be liable for any loss caused to the Company from this delay including loss of profit.
- 17.2 All assets, including Financial Instruments or funds which come into the control of the Company on behalf of the Client shall be subject to the Company's right of lien. To this extent, the Company shall be entitled to refuse their delivery to the Client until all the obligations towards the Company are fulfilled. The Company shall not be liable for any losses caused to the Client or to any third party by the exercise of the right of lien or by any other lawful measures, which may be taken by it, in settlement of its claims against the Client, including any future or contingent claims.
- 17.3 The Client agrees that in case the Company carries out a transaction on his behalf which is not covered by the balance of his Trading account, the Company shall have the right to liquidate his assets and use the proceeds to cover part or the total difference.
- 17.4 The Company has the right to refuse to fulfill its obligations under this Agreement, for as long as it maintains any claims against the Client, whether these are due, future or contingent and regardless of whether these arise from the same transaction from which such obligations arise.
- 17.5 The Client shall sign any document, which at the Company's discretion, is considered fair and necessary for the provision of the Service(s) by the Company under this Agreement, including without limitation, for the transmission of the Client's orders and the operation of



WISETRADER

the Client's funds. Such document shall constitute an integral part of this Agreement and remain in force until the Company receives a written notice from the Client to revoke it.

18. Client Accounts, Deposits and Withdrawals

- 18.1 The Company shall open one or more Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments.
- 18.2 It is understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts can be found on the Company's Website and are subject to change at the Company's discretion and according to Clause 25 hereunder.
- 18.3 The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company, as specified on the Company's Website, which may be changed at the Company's discretion. When making a deposit, the Company shall credit the Client's Trading account with the relevant amount.
- 18.4 The Company prohibits third party or anonymous payments into the Client's trading account. Only funds sent from an account held in the Client's name and belonging to the Client are acceptable. The Company reserves the right at its discretion, if it has identified third party or anonymous deposits, to block the account. The Client should note that any remaining funds will be returned to the third-party source via the same payment method and any profits accumulated by the Client using third party or anonymous funds will not be made available to the Client.
- 18.5 The Company will process withdrawals upon receiving a request through the Client's platform. When requesting a withdrawal, the Client should note that the withdrawal of funds will be sent back to the same account via the same method from where the initial deposit was received (e.g. Client deposits €100 to trading account by bank wire, first €100 of withdrawal will be sent via bank wire to same bank account). The Client is able to request any profit (above his deposit amounts) through other available methods, as long as the account here the withdrawal is to be made belongs to the Client.
- 18.6 The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client and/or block the Client Account in any of the following cases:
 - 18.6.1 if the Company is not duly satisfied as to the legality of the source of funds;



WISETRADER

- 18.6.2 if the Client fails to provide the Company with any relevant documents it requests from the Client for client identification purposes or for any other reason;
 - 18.6.3 if the Company reasonably suspects or has concerns that the submitted documents may be false or fake;
 - 18.6.4 if the Company reasonably suspects that the Client is involved in illegal or fraudulent activity;
 - 18.6.5 if the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen;
 - 18.6.6 where the Company reasonably considers that there is a chargeback risk or any other reason; or
 - 18.6.7 when the Client deposits \$10,000 or more (in one or more separate deposits) and the Company is unable to verify the source;
 - 18.6.8 when the acquiring bank, issuer bank or any third party processor or payment service provider rejected the transaction.
- 18.7 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.
- 18.8 The Client may withdraw funds from its Client Account at any time. The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client through the Platform(s) or email or in any other method accepted by the Company from time to time.
- 18.9 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account and after the Client completed the withdrawal process, the Company shall process the withdrawal request if the following requirements are met:
- 18.9.1 the withdrawal instruction includes all required information and identification details of the Client as may be required by the Company;
 - 18.9.2 the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was



WISETRADER

- originally deposited in the Client Account or, at the Client's request, to a bank account belonging to the Client;
- 18.9.3 the account where the transfer is to be made belongs to the Client;
- 18.9.4 at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
- 18.9.5 there is no Force Majeure event prohibiting the Company from effecting the withdrawal;
- 18.9.6 the Client does not have any Open Positions or, in the case of any Open Positions, the remaining Balance in the Client Account shall be at least double the necessary Maintenance Margin required to keep the positions open;
- 18.10 When you withdraw funds from your Wisetrader account, a minimum withdraw amount of 50.00 is required. The exact minimum will be based on the currency denomination of the Client Account.
- 18.11 All withdrawals are allocated a service fee of 3.5%. In the event that this percentage (3.5) equals an amount of 30.00 or below, the trader will then be charged with a 30.00 withdrawal fee. Additionally, the maximum withdrawal service fee is capped at 3,500.00. The exact charges and fees will be based on the currency denomination of the Client Account.
- 18.12 The commissions of wire withdrawals will be placed onto the beneficiary.
- 18.13 It is agreed and understood that the Company follows the following procedures for processing withdrawal requests:
- 18.13.1 Once a registered and fully KYC verified Client requests withdrawal of funds through his/her Paypal or Bank account, these are approved and processed in the following day;
- 18.13.2 Once a registered and fully KYC verified Client requests withdrawal of funds to his/her account with a third party money processor (e.g. Safecharge, Powercash21), these are approved and processed the following day. However, if the Client used his/her Safecharge account more than one year ago, his/her Powercash21 account, EMP or Wirecard account more than six months ago, the Company requests the Client's bank account details for amounts over 150USD.
- 18.13.3 Once a registered and fully KYC verified Client requests a withdrawal of funds which will be processed through other third-party money processors (e.g. Skrill, Neteller, etc.) the Company requests additional information for the identification and the account the Client maintains with these processors. The withdrawal is



WISETRADER

completed within the next three days, if the requested information is obtained. If the requested information is not obtained by the Client, the Company performs further investigation.

- 18.13.4 In case the verification of a Client (as per section 7.2) has not been completed during the designated timeframe of 15 days, his/her funds are immediately returned in the same bank account from which they originated, regardless if the Client has requested or not the return of his/her funds.
- 18.14 It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not make, under no circumstances, withdrawals to any other third party or anonymous account.
- 18.15 The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.
- 18.16 All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account with these charges.
- 18.17 The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Internal transfers shall be subject to the Company's policy from time to time.
- 18.18 Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer; the Company may be unable to correct the mistake and the Client may have to suffer the loss. It is further understood that the Company shall not be liable for any mistakes of third party payment service providers.

19. Inactive/ Dormant accounts

- 19.1 **Inactivity Fees:** Fees may be payable by you by virtue of the fact that the Trading Platform is continually provided to you for trading, regardless of your actual use. If there are no transactions (deposits, withdrawals or trading activity) on your Trading Account for a period of at least two (2) months or more, the Company reserves the right, to charge a monthly inactivity fee on your Trading Account, in return for the provision of the continued availability of your Trading Account. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf. The exact fee schedule will be calculated according to



WISETRADER

the currency denomination of your Trading Account and is set out as follows or as changed by the Company from time to time and notified to the Client:

Inactivity period	Monthly Trading Account Inactivity Fee
0 to 2 months	0
> 2 months a monthly fee is applied	130 EUR or the equivalent amount in the client's currency as per the exchange rate that day

- 19.2 If the Trading Account is inactive for four (4) years or more, and after notifying the Client in its last known contact details, the Company reserves the right to close the Trading Account and render it dormant. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

20. Netting and Set-Off

- 20.1 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.
- 20.2 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.
- 20.3 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such Client Accounts and to set-off such Balances in the event of Termination of the Agreement.
- 20.4 It should be noted that the Company does operate on a “negative balance protection” basis. This means that the Client cannot lose more than his/her overall investment.

21. Costs, Associated Charges and Inducements

- 21.1 The provision of the Services by the Company is subject to payment of fees found on the Company’s fee schedule on the Website. the Client has read and understood and accepted the information under the title “Trading Conditions”, that form part of this Agreement, as this information is loaded on the Website public and available for all Clients, in which all



WISETRADER

related fees are explained. The Company has the right to amend its fees and charges from time to time.

- 21.2 The provision of the Services by the Company is subject to payment of fees such as brokerage fees / commissions, Swaps/Rollover and other fees. It is noted that the brokerage fees / commissions are incorporated into the Company's quoted price (Spread). For keeping a position overnight in some types of CFDs the Client may be required to pay or receive financing fees "Swap/Rollover". Spreads and Swap rates appear in the Trading Conditions on the Website and/or Platform. Any additional Company fees (such as account maintenance fees or inactivity fees) appear on the Website and/or Platform. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees as such modification will be published on the Website and/or Platform available and public to all its Clients. Modifications are done under paragraph 25 of the Agreement.
- 21.2.1 The provision of services by the Company on cryptocurrency shall be subject to a 5% Swap/ Rollover fee.
- 21.3 The Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder and shall pay the Company, immediately when so requested by the latter and the Company is entitled to debit the Client's Trading Account(s) with any value added tax or any other tax, contribution or charge which may be payable as a result of any transaction which concerns the Client or any act or action of the Company under the Agreement.
- 21.4 The Client undertakes to pay all applicable stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under it.
- 21.5 In case the Client fails to pay any amount due under clauses 21.3 and 21.4 by the date on which the said amount is payable, the Company shall be entitled to debit the Client's Trading Account(s) with the said amount and in view of covering the aforementioned amount.
- 21.6 The Company reserves the right to charge monthly maintenance fee per Trading Account assuming that the Trading Account has sufficient funds to cover such fee. Maintenance Fee will be charged each month, regardless if there are transactions (deposits, withdrawals or trading activity) on your Trading Account or not. However, if for a period of at least two (2) months or more, there will be no transactions in your Trading Account, the Company reserves the right, to charge a monthly inactivity fee, in accordance with Section 19 above, instead of Maintenance Fee. You agree that you are liable to and will pay the applicable fee



WISETRADER

as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf. The exact fee will be calculated according to the currency denomination of your Trading Account and is set out as follows: 10 (ten).

- 21.7 The Client is hereby informed that in the event where the Client has been introduced to the Company by an affiliate, referring agents or business introducer (“Introducer”), the Company may pay a fee or/and commission based on written agreement between the two parties. This fee/commission is related to the frequency/volume of transactions and/or other parameters. Upon request from the Client, the Company shall disclose further details.
- 21.8 The Company will receive fee/commission as well as other remuneration from the Market Maker, based on the “Agreement for the provision of liquidity and market making services” between the Company and the Market Maker. The Company will receive fee/commission from the Market Maker for whom it acts as a Broker, through which transactions are executed.

22. Currency Conversion/ Foreign Exchange

- 22.1 In the event that the Client deposits money in a different currency of the Currency of the Client Account, then the Company shall convert the sum deposited into the currency of the Client Account. The Company shall do this at reasonable market rate and/or rate of exchange and/or bank that it considers appropriate. The Company shall be entitled to charge the Client for currency conversion or retain a mark-up from the exchange rates for arranging such conversion as the Company may from time to time specify to the Client and publish on the Platform and/or the Website. The Company shall be entitled to charge to the Client and obtain from the Client Account or from the deposited amount the expenses incurred with regard to currency conversions for the Client, including commissions to banks, money transfer fees and commissions to intermediaries.
- 22.2 Depending on the currency used to deposit money in the Client Account, the Company may charge an amount in the form of a percentage (as a fixed spread) of the amount deposited. If the Client pays in his card currency, the Company will be allowed to charge a fixed spread of 3% for not like/like currencies, or so called exotic currencies. In relation to what is called Like/like currencies (GBP, USD, EUR, CHF, JPY, CAD, DKK, AUD), the Company does not charge any conversion fees when the Client pays in these currencies.
- 22.3 The Client acknowledges and agrees that he shall undertake all risks deriving from any such conversion and in particular, the risk of loss which may be incurred as a result of the



WISETRADER

fluctuation in the exchange rates. The Company will have no liability for any losses or damages incurred on the Client.

23. Settlement of Transactions

- 23.1 The Company shall proceed to a settlement of all transactions upon execution of such transactions by the Market Maker.
- 23.2 An online statement of Account will be available for printing to the Client on the Trading Platform of the Company, at all times.

24. Investor Compensation Fund

- 24.1 The Company is a member of the Investor Compensation Fund (“ICF”). The Client under certain requirements, is entitled to compensation of maximum twenty thousand Euros (EUR 20,000). For more information, please refer to Investor Compensation Fund, which can be found on the Company’s Website.
- 24.2 You hereby acknowledge and accept that you are not entitled to any protection under the Fund for your trading activity that relates to Cryptocurrencies.

25. Amendments

- 25.1 This Agreement may be amended unilaterally by the Company to reflect any change in the legislation and/or decisions and/or EU Directives and/or regulations of the Market and/or the CySEC and/or other appropriate authorities in the Republic of Cyprus or abroad that affect this Agreement. In such cases, the Company shall notify the Client of the amendment, which shall take effect immediately without the Client’s consent by publishing the new version of the Agreement and/or other related documentation/information on the Website.
- 25.2 The Company reserves the right to amend, from time to time, any part of this Agreement for any reason. Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.



WISETRADER

- 25.3 The Company may upgrade the Client's Trading Account, convert Client's Trading Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.
- 25.4 The Company shall have the right to review the Client's Categorization, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect, by providing the Client with advance notice of at least five (5) Business Days. Notwithstanding clause 25.2, changing the Client's Categorization may also mean changing the type of Client's Trading Account. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that he wishes to terminate the Agreement and not accept the change.
- 25.5 The Client shall ensure that they are informed of these changes at all times. Under such circumstances, the Client will be notified either in writing or through our Website accordingly and shall reserve the right to accept or not accept the amendments according to the provisions of this clause.
- 25.6 If the Company deems that the amendments are material, such amendments will take effect on the date specified in the notice to you. The Company shall provide the Client with advance written notice of at least fifteen (15) Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately.
- 25.6.1 A Material change in terms of the Agreement includes the following:
- the involvement of any service or facility the Company offers to the Client; or
 - the introduction of a new service or facility; or
 - the replacement of an existing service or facility with a new one; or
 - the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.
- 25.6.2 Furthermore, a notice will be provided on changes that enable the Company to make reasonable changes to the Services offered to the Client in:
- the banking, investment or financial system; or
 - technology; or



WISETRADER

- the systems or Platform used by the Company to run its business or offer the Services hereunder.
- 25.7 Any amendments will affect all ongoing business between the Company and the Client, unless we state otherwise in our notice. No amendment of the terms of this Agreement shall affect any outstanding order, transaction, or any other rights or obligations which exist at the date of amendment, unless specified otherwise in the notice.
- 25.8 The Client understands and agrees that her/his consent is not necessary for any change to be effective. Any order of the Client to effect a transaction(s) following the receipt of the notice, shall be deemed as acceptance by the Client of the contents of the amendment and of the Agreement as amended.
- 25.9 The Client understands that it is their sole responsibility to remain up-to-date with all changes. The applicable version shall be the latest version uploaded on the Company's website and in the event of a dispute the latest version shall prevail.
- 25.10 The Company shall have the right to review its costs, fees, charges, commissions, financing fees, swaps, execution rules, roll over and trading times, found on the Website and/or Platform, from time to time. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall be providing the Client with advance notice on its Website of at least fifteen (15) Business Days. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.
- 25.11 In case the Client does not agree with the amendments, the Client shall be entitled to terminate this Agreement in accordance with paragraph 26 below.

26. Termination of the Agreement

- 26.1 Each Party shall be entitled to terminate this Agreement at any time by giving to the other Party 15 (fifteen) days written notice. During the 15 days' notice, the Company may limit the services available to the Client, however access will be granted in order for the Client to withdraw any remaining balance.



WISETRADER

- 26.2 The Company shall be entitled to terminate this Agreement immediately, block the Client's account, and return any remaining funds (if applicable) without giving prior notice under the following circumstances:
- 26.2.1 Death or legal incompetence of the Client;
 - 26.2.2 If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken;
 - 26.2.3 The Client violates any of the Client's obligations under this Agreement;
 - 26.2.4 The Client being guilty of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in fraud scheme in relation to the performance of this Agreement;
 - 26.2.5 The Company has reasonable suspicion that the Client being guilty of or fraud or of using fraudulent means or was involved in fraud scheme in relation to the performance of this Agreement;
 - 26.2.6 The termination is required by any competent regulatory authority or body or court of law or under applicable law;
 - 26.2.7 The Client is or became a US Reportable Person or citizen or resident of Australia, Canada, Belgium, Israel, Palestine, Sudan, Syria, Iran, North Korea or Japan;
 - 26.2.8 In case the Company became aware that the Client has not reached the age of maturity in the country which resident or citizen the Client is.
 - 26.2.9 In case the Client receives 2 warnings regarding verbal abuse against employees of the Company.
 - 26.2.10 The Client breaches any of the warranties made by her/him in this Agreement.
 - 26.2.11 In case the Client uses and/or there are indications that lead the Company to reasonably believe that the Client uses different IP addresses from different countries and/or VPN during the course of executing any transactions and/or trades through the Trading Account and/or the provision of the Services. Whether the Client has provided notice to the Company for any change to its IP address and/or of the use of VPN is irrelevant.
- 26.3 The Company shall be entitled to terminate this Agreement immediately without giving prior notice under the following circumstances: if the Client didn't provide to the Company his KYC documents within 15 days from the moment of acceptance of this Agreement.
-



WISETRADER

- 26.4 Provided that the provisions of paragraph 15 shall continue to apply even after the termination of the Agreement, any other lawful rights or obligations that have arisen during or before the termination of the Agreement shall not be affected and the Client shall be obliged to pay to the Company, inter alia:
- 26.4.1 Any pending fee of the Company and any other amount payable to the Company;
 - 26.4.2 Any expenses incurred by the Company in the provision of the Service(s) under this Agreement, or as a result of the termination of this Agreement, and
 - 26.4.3 Any losses arising during the arrangement or the settlement of the outstanding obligations.
- 26.5 In case of termination of this Agreement for a reason indicated in clause 26.2 of this Agreement, the Company shall have no liability towards the Client and no obligation to pay the profit of the Client.
- 26.6 In case of termination of this Agreement for a reason indicated in clause 26.1 of this Agreement, the Company shall have either to wire to the Client the remaining balance or to give to the client the opportunity to withdraw his remaining balance. In case of termination of this Agreement for a reason indicated in clause 26.2 of this Agreement, the Company shall have to wire to the Client the remaining balance.
- 26.7 In case of termination of this Agreement for any reason, the Company shall have no liability towards the Client in case the obligations subject to the fulfilment of Company's obligations.

27. Force Majeure

- 27.1 A Force Majeure Event includes, without limitation, each of the following:
- 27.2.1 Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;
 - 27.2.2 Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
 - 27.2.3 Labour disputes and lock-out which affect the operations of the Company;



WISETRADER

- 27.2.4 Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- 27.2.5 A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority;
- 27.2.6 Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- 27.2.7 The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- 27.2.8 The failure of any relevant supplier, Financial Institution, intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.
- 27.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior Written Notice and at any time take any or all of the following steps:
- 27.2.9 Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
- 27.2.10 Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;
- 27.2.11 Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;
- 27.2.12 Close, in good faith, any open Client Positions at a price that the Company considers reasonable and Refuse to accept Orders from Clients to the extent that



WISETRADER

the Force Majeure Event makes it impossible or impractical for the Company to comply with them or to avoid losses to the Client;

27.2.13 Deactivate the Client Account to avoid damages;

27.2.14 Increase Spreads, increase Margin requirements, decrease Leverage to avoid damages for the Client.

27.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

28. Severance

29.1 This Agreement, together with the Appendices/Annexes and other related documentation/information on the Website, including 'Conflict of Interest Policy', 'Order Execution Policy', 'Risk Disclosure', shall constitute the entire agreement between the Company and the Client in accordance with the provisions of the Law and shall prevail over any oral communication and/or previous written communication and agreements between the Company and the Client.

29.2 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

29.3 This Agreement and/or any agreements by and between the Company and the Client, without limitation, these Terms and Conditions, which in the event that any provision is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall not affect any other provision or part of a provision of the Agreement and/or any agreements by and between the Company and the Client, without limitation, these Terms and Conditions. The provisions held to be invalid or unenforceable, the Company and the Client will negotiate in good faith with the intention to replace the void provision with a valid one that in its economic effect complies best with the void provision in a manner consistent with their joint intention as expressed therein.



WISETRADER

- 29.4 If any provision contained in the Agreement and/or any agreements by and between the Company and the Client, without limitation, these Terms and Conditions shall be held to be expressively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

29. Jurisdiction and Governing Laws and Regulations

- 29.5 All transactions on behalf of the Client shall be subject to the laws, which govern the establishment and operation, the regulations, arrangements, directives, decisions, circulars and practices (jointly referred to as “the Laws and Regulations”) of the CySEC and any other authorities which govern the operations of Investment Firms, as they are amended from time to time. The Company shall be entitled to take or avoid taking any necessary measures in order to comply with the Laws and Regulations, included but not limited FATCA, in force from time to time.
- 29.6 The Agreement between the Client and the Company shall be governed by and construed in accordance with the laws of the Republic of Cyprus
- 29.7 Any proceedings and their settlement that may involve F1Markets and the Client shall take place in competent courts of the Republic of Cyprus.

30. Communications Rules

- 30.1 The Company’s official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.
- 30.2 The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.
- 30.3 In order to communicate with the Company, the Client may use the contact details of the Company available on its Website or notified to the Client in any other way.
- 30.4 In order to communicate with the Client the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client



WISETRADER

has an obligation to notify the Company immediately of any change in the Client's contact details. Should the Client fail to do so, the Company shall have no liability should any important notices are lost when sent by the Company at his last known address.

- 30.5 Reports and any notice hereunder may be sent to the Client at the address indicated by the Client, or such other address notified by the Client in writing to the Company from time to time. All communications sent to the Client shall be deemed delivered, at the time of delivery if sent by email, fax, by hand delivery or notified through the Internet Trading Platform or within 2 (two) business days if posted by courier. Communications by the Client shall be deemed delivered only when actually received by the Company.
- 30.6 The Client's details provided or will be provided by the Client during his activity on the Website may be used by the Company for sending Company's advertising content and promotional material to the Client, unless the Client selects to uncheck the relevant consent box that would allow the Company to do so. Such removal can be done when:
- 30.6.1 opening a Trading Account; or
 - 30.6.2 receiving advertising content.
- 30.7 The Agreement between the Client and the Company shall be governed by and construed in accordance with the laws of the Republic of Cyprus

31. Personal Data, Confidentiality, Phone Calls and Records

- 31.1 The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.
- 31.2 The Company may collect, use, store or otherwise process personal information provided directly by the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third-party authentication service providers and the providers of public registers.
- 31.3 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the



WISETRADER

provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

- 31.4 The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:
- 31.4.1 Where required by law or a court order by a competent Court.
 - 31.4.2 Where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.
 - 31.4.3 To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.
 - 31.4.4 To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services.
 - 31.4.5 To credit reference and fraud prevention agencies, third-party authentication service providers, banks and other financial institutions for credit checking, credit card checks, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company.
 - 31.4.6 To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality obligations herein as well.
 - 31.4.7 To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.
 - 31.4.8 To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs) (EMIR).



WISETRADER

- 31.4.9 To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form.
- 31.4.10 Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.
- 31.4.11 At the Client's request or with the Client's consent.
- 31.4.12 To an Affiliate of the Company or any other company in the same group of the Company.
- 31.4.13 To successors or assignees or transferees or buyers, with a ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 34.2. of the Client Agreement.
- 31.4.14 Client Information is disclosed in relation to US taxpayers to the Inland Revenue in Cyprus, which will in turn report this information to the IRS of the US according to the Foreign Account Tax Compliance Act (FATCA) of the USA and the relevant intergovernmental agreement between Cyprus and the US.
- 31.5 If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance with the Processing of Personal Data (Protection of the Individual) Law of 2001 and the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee.
- 31.6 By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside the European Economic Area, according to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001, as amended from time to time, for the reasons specified in paragraphs 31.2 and 31.3.
- 31.7 Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.
- 31.8 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, short message service (" sms"), fax, email, or post.
- 31.9 The Client consents to unsolicited communication and agrees to be contacted during normal business hours for direct advertising without prior invitation by the Company.



WISETRADER

- 31.10 The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, fax, email or post for marketing purposes or to conduct market research.
- 31.11 Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, Client Account opening documents, communications and anything else which relates to the Client for at least five (5) years after termination of the Agreement.

32. Intellectual Property

- 32.1 The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (“IP”) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company’s IP rights.
- 32.2 Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company’s IP or Website or Platform(s).
- 32.3 It is understood that the Company may offer its Services under different trademarks and websites. The Company owns all the images displayed on its websites, the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.
- 32.4 The Client is permitted to store and print the information made available to him through the Company’s Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company’s express written consent.
- 32.5 Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (hereinafter – “Information”) delivered to the Company shall not be considered the Client’s confidential or proprietary right of. Consent to the Agreement will be considered as authorization to the Company to use the entire Clients’ Information (excluding Clients’ Information designated for personal identification), at the



WISETRADER

absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.

- 32.6 Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and is strictly forbidden from taking any action, which might damage the Company.

33. Complaints and Disputes

- 32.1 If any conflict situation arises when the Client reasonably believes that the Company as a result of an action or failure to act has breached one or more of the terms of the Agreement, the Client has the right to submit a complaint to the Company as reasonably practicable after the occurrence of the event.
- 32.2 If the Client wishes to report a complaint, he/she must follow the procedure outlined in the Company's "Complaint Handling Policy", posted on the Website.
- 32.2.1 The Client shall contact (in writing) the Company's compliance officer in respect to any complaints for the Services provided by the Company under this Agreement at the communication details specified above or through the email: complaints@wisetrader.com. The complaint shall be dealt with in accordance with the procedures set forth in the Company's policy.
- 32.3 If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.
- 32.4 It is noted that the Client, depending on the amount of the complaint, may have the right under Applicable Regulations, to make a complaint at the Financial Ombudsman of Cyprus.
- 32.5 The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.
- 32.6 You hereby acknowledge and accept that in case you have a complaint/ dispute against the Company in relation to your trading on Cryptocurrencies/CFDs on Cryptocurrencies, such complaint/dispute is not eligible and shall not be accepted for review/consideration by the Financial Ombudsman of the Republic of Cyprus.



WISETRADER

34. Assignment

- 34.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing a fifteen (15) Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company, lapse of its CIF license or sale or transfer of all or part of the business or the assets of the Company to a third party.
- 34.2 It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 29.1. above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), to the Client Account and the Client Money as required, subject to providing fifteen (15) Business Days prior Written Notice to the Client.
- 34.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

35. Outsourcing and Appointment of Tied Agents

- 35.1 The Company may appoint tied agents (further – “Agent(s)”) for identifying suitable opportunities and creating consumer interest and awareness towards the Services, for the receipt and transmission of orders from the Clients and/or for the provision of advice to the Client (if the Company offers such service as separate Service) or potential client in relation to the Financial Instruments. In case of appointment of an Agent, the Company shall remain fully and unconditionally responsible for any action or omission on the part of the Agent when acting on its behalf.

36. Acknowledgement of Risks

- 36.1 By accepting this Agreement, the Client accepts that the Client has read and understood the information contained in this Agreement and the Company's general description of the nature and risks of different Financial Instruments and/or Service(s) which can be found in our Risk Disclosure.



WISETRADER

37. Multiple Account Holders

- 37.1 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 37.2 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

38. Non-Exercise of Rights

- 38.1 Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

39. Company's Privileges

- 39.1 The Client agrees that the Company may, at any time and with no prior notice to the Client terminate, cancel and/or close all or part of the Client's transactions, pledge, transfer, or sell the balance and/or securities in the Client's Trading Account and to perform any action which the Company, at its sole discretion, sees fit to cure the breach if any of the following occur:
- 39.1.1 If he is in breach of any of his obligations according to the terms and conditions and/or the Agreement;
 - 39.1.2 If he becomes insolvent or bankrupt or in procedure of bankruptcy, reorganization, insolvency or any equivalent procedure.
- 39.2 The Client confirms and accepts that the Company might impose restrictions on the Trading Account if required to by law, including without limitation, court order, tax authority, regulatory authorities and any other official authority requirement. The Client agrees that the Company might be required to return or block money existing in the Client's Trading Account to fulfill requirements of the previously mentioned authorities. Should the aforementioned occur, the Client will have no right, claim or demand from the Company in respect of losses caused to his account as a result of any such action and undertakes to indemnify the Company for any damage caused by the Company's aforesaid action.



WISETRADER

- 39.3 The Company cannot accept request to modify/ cancel transaction received from the Client.
- 39.4 The Company is responsible for approving transmission for the execution of a specific transaction and the Client will only assume that a specific transaction was executed upon receipt of an official company report/reply. Further, the Client is solely responsible to verify the status of the pending transactions prior to carrying out other transactions.
- 39.5 It is the Client's responsibility to review transaction confirmations and reports through his Trading Account or delivered by email or in any other form, instantly following their receipt. Unless the Client objects within (10) ten business days, the Company shall consider the reports accurate. The Company has the right to determine the validity of any such objection should it occur.

40. Cryptocurrencies/ Virtual Currencies:

- 40.1 The Company may, at its sole discretion, offer CFDs on cryptocurrencies for trading on its Platform(s), from time to time. Cryptocurrencies, when used in this Agreement, unless the context otherwise requires, shall mean a type of decentralized digital currency or asset which is not issued by any central bank or issue un which encryption techniques are used to facilitate the generation of units of the currency or asset and verify the transfer of units ("Cryptocurrencies").
- 40.2 You hereby acknowledge and accept that Cryptocurrencies are traded on non-regulated decentralized digital exchanges and that there is no specific European regulatory framework governing the trading in Cryptocurrencies. As such Cryptocurrencies are not recognized as Financial Instruments under MiFID and trading in CFDs on Cryptocurrencies falls outside the scope of MiFID and of the Company's MiFID regulated activities. Accordingly, the price formation and price movements of these products depend solely on the internal rules of the particular digital exchange which may be subject to change at any point in time and without prior notice. In this respect, you further acknowledge and accept that this may often lead to wide fluctuation (i.e. high volatility) in the prices of these products, which may be substantially higher compared to the Financial Instruments offered by the Company that are under the scope of MiFID, and may result in significant loss over a short period of time. \
- 40.3 The market and pricing data on virtual currencies is derived from digital decentralized exchanges that virtual currencies are traded on. Due to the fact that the price formation rules on virtual currencies, provided by such exchanges, are not subject to any regulatory supervision, they may be subject to changes in the relevant digital exchange's discretion at any time. Likewise, such digital exchanges may introduce trading suspensions or take other actions that may result in the suspension or cessation of trading on such exchanges or the



WISETRADER

price and market data feed becoming unavailable to us. The above factors could result in material adverse effect on your open positions, including the loss of all of your invested capital. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which we derive our price feeds for the relevant virtual currency, your position in such virtual currency will be priced at the last available price, and you may be unable to close or liquidate your position or withdraw any funds related to such position until the trading on the relevant digital exchange resumes (if at all). You accept that where trading resumes again at either the relevant initial digital exchange or on any successor exchange thereof, there may be significant price differential (price gapping) which may impact the value of your CFD positions in the relevant virtual currency and result in significant profit or losses. Where trading does not resume, all of your invested capital could potentially be lost.

- 40.4 As Cryptocurrencies do not fall under the scope of MiFID, consequently, you are not entitled to the protections offered under the Investor Compensation Fund in relation to your trading activity that relates to Cryptocurrencies. Similarly, any complaints and/or disputes you may have against our Company which relate to trading on such products (i.e. Cryptocurrencies) are not eligible and shall not be accepted for review/ consideration by the Financial Ombudsman of the Republic of Cyprus.
- 40.5 You hereby acknowledge, represent and warrant to us that, when trading in CFDs on Cryptocurrencies, you fully understand the specific characteristics and risks related to these Cryptocurrencies and that trading in Cryptocurrencies and/or CFDs on Cryptocurrencies is not appropriate for all investors.

41. Clients Declaration:

41.1 The Client solemnly declares that:

- 41.1.1 the Client has carefully read and has fully comprehended the entire contents of this Agreement with which he absolutely and unreservedly agrees and the Client accepts that he/she shall be fully bound by its terms and conditions.
- 41.1.2 the Client has read and went through all information provided on the internet regarding the Company, its Services offered, relevant fees and costs, Order and Execution Policy, Client Categorisation, Investor Compensation Fund, Conflict of Interest Policy, General Risk Disclosure and risk disclosure on financial instruments and has found all relevant information up to standard;



WISETRADER

- 41.1.3 the Client has received and/or has had the opportunity to receive a copy of the Agreement prior to the date of its signing and that he/she has had the opportunity to get advice from a lawyer and/or professional advisor of his choice, and
- 41.1.4 the Client consents and agrees to direct advertising through cold calling, either by phone or personal representation, facsimile, automatic calls, electronic mail (e-mail) or other phone, electronic or digital means by the Company;
- 41.1.5 the Client is over 18 and to the best of his knowledge and belief, the information provided in Registration Form and any other documentation supplied in connection with the application form, is correct, complete and not misleading and he will inform the Company of any changes to the details or information entered in the Registration Form;
- 41.1.6 the Client accepts that any orders he will place with the Company for the Financial Instrument offered by the Company, the Company will act as an Agent and not as a Principal on the Client's behalf. The sole Execution Venue for the execution of his orders is IOS Investments Ltd. The Client accepts and acknowledges that IOS Investments Ltd does not operate as a Regulated Market or a Multilateral Trading Facility (MTF);
- 41.1.7 the Client acknowledges that a Conflict of Interest may arise with the Company and its sole Liquidity Provider, which is a related party. The Company, however, will ensure that the principals of best execution are being met;
- 41.1.8 the Client has chosen the investment amount, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- 41.1.9 Whatever money handed over to the Company, it is agreed that it belongs exclusively to the Client, free of any lien, charge, pledge and/or any other encumbrance, being no direct or indirect proceeds of any illegal act or omission or product of any criminal activity;
- 41.1.10 the Client acts for himself and not as a representative or a trustee of any third person, unless he has produced, to the satisfaction of the Company, a document and/or power of attorney enabling him to act as representative and/or trustee of any third person;
- 41.1.11 the Client understands, accepts and agrees that the Company reserves the right to refund/return to the remitter (or beneficial owner) any amounts received under points 39(1)(1) and 39(1)(2) of this clause, having sufficient proof that these amounts are direct or indirect proceeds of any illegal act and/or omission and/or



WISETRADER

product of any criminal activity and/or belong to a third party and the Client has not produced sufficient excuse and/or explanations for that event, and consents that the Company may reverse all and any types of previous transactions performed by the Client in any of his Client's Trading Accounts and terminate the Agreement under Clause 24.4. The Company reserves the right to take all and any legal actions against the Client to cover itself upon such an event and claim any damages caused directly or indirectly to the Company by the Client as a result of such an event;

- 41.1.12 the Client guarantees the authenticity and validity of any document handed over by the Client to the Company;
- 41.1.13 the Client has regular access to the internet and consents to the Company providing him with the documents which form the Agreement, any amendments to fees or to the costs or to the Contract Specifications or the Products and Services offered or Financial Instruments offered or the characteristics of Client's Trading Account(s) and about the nature and risks of investments by posting such documents, amendments and information on the Website or the Platform or by sending an electronic mail (e-mail). The Client further consents to the provision of trade reporting by means of a Platform. Should the Client wish, he may request for these to be sent by electronic mail (e-mail), facsimile or on paper by post.