CLIENT AGREEMENT
Version 1.9
November 2024
Octa Markets Cyprus Ltd

Octa Markets Cyprus Ltd is licensed and regulated by the Cyprus Securities and Exchange
Commission (CySEC), with License Number 372/18
1, Agias Zonis and Thessalonikis Corner, Nicolaou Pentadromos Center, Block: B', Office: 201,
3026, Limassol
Website: www.octaeu.com, Email: clientsupport@octaeu.com, Phone: +35725251973

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Contents

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PART A: GENERAL TERMS AND CONDITIONS

1. Introduction

1.1 This Client Agreement (hereinafter referred to as "the Client Agreement"), as amended from time to time, is entered by and between Octa Markets Cyprus Ltd (hereinafter referred to as "the Company") on the one part and the Client (which may be a natural person) who has completed the Account Opening Application Form on the other part.

1.2 The Company is incorporated in the Republic of Cyprus with registration number HE359992, authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter referred to as "CySEC") as a Cyprus Investment Firm (hereinafter referred to as "CIF") with license number 372/18, to offer certain investment and ancillary services and activities (found on the Company's website and on CySEC's website at www.cysec.gov.cy) under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, which implements Market in Financial Instruments Directive (MiFID II) 2014/65/EU in Cyprus Law and Markets in Financial Instruments Regulation (MiFIR) 2014/604/EU as subsequently amended from time to time ("the Law").

1.3 The Company's registered address is 1, Agias Zonis and Thessalonikis Corner, Nicolaou Pentadromos Center, Block: B', Office: 201, 3026, Limassol.

1.4 The Client Agreement as well as any other legal documentation and additional information available on the Company's Website set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD trading activity of the Client with the Company during the Client Agreement. In addition, they set out matters which the Company is required to disclose to the Client under the Applicable Regulations. The Company's legal documents may be amended from time to time according to Paragraph 11 of PART A of the Client Agreement. Hence, is the Client's responsibility to check for any amendments to the Company's Website. The Company is required to disclose to its Clients the above set out matters in order to be in Compliance with the Applicable Regulations.

1.5 The Client needs to ensure that has read the Client Agreement and all the legal documents prior to the opening of an account and/or carrying out any activity with the Company. For any questions and/or clarifications the Client may contact the Company or seek independent advice, if necessary.

1.6 By accepting the Client Agreement, you enter into a legally binding agreement with the Company. The access and use of the Website and/or the Platform is governed by the version of this Client Agreement that is in effect on the date of establishment of the business relationship or by June 2021 for existing Clients.

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1.7. The Client Agreement is covered by the Distance Marketing of Consumer Financial Services Law 242 (I) of 2004 implementing the EU Directive 2002/65/EC concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC as a distance contract does not require the Client Agreement to be signed by either Party to be legally binding.

1.8 The Client Agreement overrides any other agreements, arrangements, express or implied statements made by the Company and/or any representative of the Company.

2. Interpretation of Terms

2.1 In this document (the Client Agreement):

"Access Data" shall mean the login and password of the Client, which are required for the Client to enter his account and to place Orders in either CFDs with the Company on the Trading Platform (MT5), and any other secret investor passwords, phone passwords or similar used to access the Personal Area.

"Account Opening Application Form" shall mean the application form/questionnaire completed by the Client, online on the Company's Website or in hard copy, to apply for the Company's Services under the Client Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his categorization and appropriateness in accordance with the Applicable Regulations.

"Arbitrage" shall mean simultaneously placing a buy and sell order to take advantage of a difference in price in the same Underlying Asset. For example, in CFDs on Forex, a Client would buy currency on the spot market and sell the same currency in the futures market if there is a beneficial pricing discrepancy.

"Client Agreement" shall mean this document (Client Agreement and various documents found on the Company's website, namely "Terms of Service", "Terms of Business", "Cookies Policy", "Privacy Policy", "Risk Disclosure Statement", "Investor Compensation Fund Policy", "Complaints Handling Policy", "Order Execution Policy", "Conflict of Interest Policy", and "Client Classification Policy", as amended from time to time and any subsequent Appendices added thereto.

"Anti-Money Laundering & Know Your Customer Legislation", shall mean the Prevention and Suppression of Money Laundering Activities (Amending) Law 13(I)/2018 and Directive

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2005/60/EC of the European Parliament and the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing.

"Applicable Regulations" shall mean (a) MiFID II and MiFIR; (b) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (c) the Rules of the relevant Market; and (d) all other laws, rules and regulations of Cyprus or the European Union or any other jurisdiction applicable on either of the Parties.

"Ask" shall mean the higher price in a Quote at which price the Client may buy.

"Balance" shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

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

"Bid" shall mean the lower price in a Quote at which the Client may sell.

"Business Day" shall mean any calendar day from 09:00 to 18:00 EET Monday to Friday on which banks in Cyprus are open for business, other the 25th of December, or the 1st of January,or any other Cyprus or international holidays to be announced on the Company's Website fromtime to time.

 "Client Account" shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the balance of the Client money, and deposit/withdrawal transactions of the Client money.

"Client Classification" shall mean the Company's classification of Clients as retail, professionals, or eligible counterparties as specified in MiFID II.

"Client Terminal" shall mean the Meta Trader program version 5 (MT5), or later version, in addition to any platform trading facilities including (but not limited to) web and mobile traders, which are used by the Client in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep a record of Transactions.

"Closed Position" shall mean the opposite of an Open Position.

"Completed Transaction" shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa in CFD trading.

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"Conflict of Interest Policy" shall mean the Company's Conflict of Interest Policy which can be found on the Company's Website.

"Contract" shall mean any contract for the purchase or sale of any Financial Instrument including but not limited to CFDs or other transactions related thereto, entered into by and between the Company and its Clients.

"Contract for Differences" ("CFD") shall mean a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

"Contract Specifications" shall mean the principal trading terms in CFD (for example Spread, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc..) for each type of CFD as determined by the Company from time to time.

"Currency of the Client Account" shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

"Currency Pair" shall mean the object or Underlying Asset of a CFD transaction based on the change in the value of one currency against the other. A Currency Pair consists of twocurrencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

"CySEC" shall mean the Cyprus Securities and Exchange Commission, which is the Company's supervisory authority.

"CySEC Rules" shall mean the Rules, Directives, Regulations, Guidance notes of CySEC.

"Data Protection Regulations" shall mean any Regulations relating to the processing, privacy, and use of Personal Data as applicable to the Company, the Client and/or this Client Agreement including the EC Data Protection Directive (Directive 95/46/EC), the Processing of Personal Data (Protection of the Individual) Law 138(I)/2001, any laws or regulations implementing Council Directives 95/46/EC (Data Protection Directive) or 200/58/EC (Privacy Directive) and the GDPR.

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"Eligible Counterparty" shall mean an "Eligible Counterparty" for the purposes of the CySEC Rules, as specified in the document "Client Classification Policy" found on the Company's Website.

"Equity" shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: Equity = Balance + Floating Profit - Floating Loss.

"Error Quote (Spike)" shall mean an error Quote having the following characteristics:
(a)   a significant Price Gap; and
(b)   in a short period of time the price rebounds with a Price Gap; and
(c)   before it appears there have been no rapid price movements; and
(d) before and immediately after it appears that no important macroeconomic indicatorsand/or corporate reports are released.

"Event of Default" shall have the meaning given in paragraph 13.1. of PART A of this document (Client Agreement).

"Expert Advisor" shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops, and take profit levels.

"Financial Instrument" shall mean the Financial Instruments under the Company's CIF license".

"Floating Profit/Loss" shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable) in CFD trading.

"Force Majeure Event" shall have the meaning as set out in paragraph 14.1. of PART A of this document (Client Agreement).

"Forex" shall mean Foreign Exchange, which is the training of one currency in exchange for another.

"Free Margin" shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

"GDPR" shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personaldata and on the free movement of such data.

"Hedged Margin" shall mean the necessary margin required by the Company in order to open and maintain Matched Positions in CFD trading.

"Hedging" in CFDs on Forex shall mean the strategy used to protect one's position in a Currency Pair from an adverse move by taking the opposite position in the same Currency Pair.

"Indicative Quote" shall mean a Quote at which the Company has the right not to accept any Instructions or arrange for the execution of any Orders in CFD trading.

"Initial Margin" shall mean the necessary margin required by the Company in order to open a position in CFD trading.

"Leverage" shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. 1:30 ratio means that in order to open a position, the Initial Margin is thirty times less than the Transactions Size.

"Latency Arbitrage" shall mean price manipulations by using faster/slower feeds to profit by the difference of price feeds, where the time difference may be a second or less in terms of the speed of price feeds.

"Long Position" shall mean a buy position that appreciates in value if underlying market prices increase in CFD trading. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"Lot" shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

"Lot Size" shall mean the number of Underlying Assets in one Lot in a CFD.

"Law", shall mean L. 87(I)/2017 regarding the provision of investment services, the exercise of investment activities, and the operation of regulated markets, which implements Market in Financial Instruments Directive (MiFID II) 2014/65/EU in Cyprus law and Markets in Financial Instruments Regulation (MiFIR) 2014/604/EU as subsequently amended from time to time.

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"Margin" shall mean the necessary guarantee funds in order to open or maintain Open Positions in a CFD Transaction.

"Margin Call" shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

"Margin Level" shall mean the percentage of Equity to Necessary Margin ratio in CFD trading. It is calculated as: Margin Level = (Equity / Necessary Margin) x 100%.

"Margin Trading" shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size in CFD trading.

"Matched Positions" shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

"Necessary Margin" shall mean the necessary margin required by the Company in order to maintain Open Positions in CFD trading.

"Net Open Position Limit" (the "NOPL") shall mean the maximum of a single and/or cumulative tradable volume as set per instrument while netting short and long positions per trading account basis. The NOPL is applicable to all CFD asset classes (i.e., CFD in Forex, CFD in Commodities, CFD in Indices, CFD In Precious Metals, CFD in Shares, and CFD in Cryptocurrencies).

"Normal Market Size" for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

"Open Position" shall mean any position which has not been closed, a Long Position, or a Short Position which is not a Completed Transaction. In relation to CFD trading, this may be a Long Position or a Short Position which is not a Completed Transaction.

"Order" shall mean an instruction from the Client to trade in Financial Instruments.

"Order Level" shall mean the price indicated in the Order in CFD trading.

"Parties" shall mean the parties to this Client Agreement – the Company and the Client.

"Personal Area" shall mean the Client's personal page on the Company's Website.

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"Politically Exposed Persons" shall mean a natural person who is or as been entrusted with prominent public functions in the Republic of Cyprus or in another country, an immediate close relative of such person as well as a person known to be close associate of such person.

Prominent public function is any of the following:

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

Close relative of a politically exposed person includes:

a. the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person;
b. the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;
c. the parents of a politically exposed person.

Persons known to be close associates of a politically exposed person means a natural person:

a. who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person;
b. who has sole beneficial ownership of a legal entity or legal arrangement which is known to have set up for the de facto benefit of a politically exposed person.

"Price Gap" shall mean the following:

(a) the current Quote Bid is higher than the Ask of the previous Quote; or

(b) the current Quote Ask is lower than the Bid of the previous Quote.

"Privacy Policy" shall mean the Company's Privacy Policy which can be found on the Company's Website.

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"Professional Client" shall mean a Professional Client for the purposes of CySEC Rules, as specified in the document "Client Classification Policy" found on the Company's Website.

"Quote" shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

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

"Quotes Base" shall mean Quotes Flow information stored on the Server in CFD trading.

"Quotes Flow" shall mean the stream of Quotes in the Trading Platform for each CFD.

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

"Retail Client" shall mean a "Retail Client" for the purposes of the CySEC Rules, as specified in the document "Client Classification Policy" found on the Company's Website.

"Scalping" shall mean placing Orders in a very short time frame to just earn a few pips.

"Server" shall mean the software server-side of the trading platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The server is used to arrange for the execution of the Client's Orders or Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

"Services" shall mean the services provided by the Company to the Client as set out in paragraph 6 of PART A hereunder.

"Short Position" shall mean a sell position that appreciates in value if underlying market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

"Slippage" a) shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is executed at Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; b) a parameter of Expert Advisor, which defines an appropriate distance between ordered quote

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and a quote, which will be provided by the Company upon an Expert Advisor request.

"Snipping" shall mean the manipulation of a price feed.

"Spread" shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment in CFD trading.

"Swap" or " Daily Fee" shall mean the interest added for holding a position open overnight; it is charged every rollover that is every night at 00.00 (EET/EEST). The currency of swap is USD.

"Trading Platform" shall mean the Company's online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real-time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep a record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Server and the Client Terminal (i.e. MetaTrader5).

"Trailing Stop" shall mean a stop-loss order set at a percentage level below the market price - for a long position in CFD trading. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop-loss price doesn't change, and a market order is submitted when the stop price is hit.

"Transaction" shall mean any CFD transaction arranged for execution on behalf of the Client under this Client Agreement.

"Transaction Size" shall mean Lot Size multiplied by the number of Lots in CFD trading.

"Underlying Asset" shall mean the Underlying Asset in a CFD which may be Currency Pairs, Precious Metals, Commodities, Equity Indices, or any other asset according to the Company's discretion from time to time.

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

"Website" shall mean the Company's website at https://www.octaeu.com/ or such other websiteas the Company may maintain from time to time.

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"Written Notice" shall mean any notice or communication given via the Trading Platform internal mail, email, facsimile transmission, post, commercial courier service, airmail, and the Company's Website.

2.2 In the Client Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa, and words denoting persons include corporations, partnerships, other unincorporated bodies, and all other legal entities and vice versa.

2.3 Paragraph headings in the Client Agreement are for ease of reference only.

2.4 Any reference in the Client Agreement to any act or regulation or Law shall be that act or regulation, or Law as amended, modified, supplemented, consolidated, or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

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3. Client Acceptance and Commencement

3.1 The Client understands and accepts that the Company in its sole discretion may not (and may be unable under Applicable Regulations) accept a Client, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied. Hence, the Company may not proceed to the opening of a Client Account and accept any Client deposits and allow the Client to undertake any trading activities.

The Company retains the right to request more documentation and/or information from the Client at any time during the business relationship, that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

The Company does not proceed with the establishment of the business relationship or the execution of an occasional transaction and sends a reminder, within seven (7) days to the Client and rejects the establishment of a business relationship or the execution of an occasional transaction within a reasonable timeframe, not exceeding fifteen (15) days from the date that the customer requested the establishment of the business relationship. Failure and/or refusal by the Client to submit, before the establishment of a business relationship or the execution of an occasional transaction, the requisite data and information for the verification of his identity and the creation of his Economic Profile, without adequate justification, shall lead to the rejection of the establishment of a business relationship or the execution of an occasional transaction within the set timeframes.

The Company reserves the right to limit, block access to the Clients' Account and/or terminate the business relationship and/or reject the opening of the Clients' Account and/or close the account if the required documentation and/or information appears at any time during the establishment of the business relationship be inaccurate, false, incorrect and/or incomplete.

If during the business relationship, the Client fails or refuses to submit, within a reasonable timeframe of fifteen (15) days, the required verification data and information, the Company has the right to terminate the business relationship and close all the accounts of the Client. The Clients' account(s) will thereafter become Dormant as described in paragraph 7 of Part B of the Client Agreement.

The Client agrees that will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers or conceal his identity from the Company by any means and for any reason.

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3.2 MiFID II requires certain information on Clients for the purposes of assessment of appropriateness. The Company is obliged to obtain information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client before the Company can accept him as a Client, the so-called "Appropriateness Test". If the Client elects not to provide such information to the Company, or if the Client provides insufficient information, the Company will not allow the opening of the Client Account. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete so that the Client is capable to evaluate the risks involved in trading CFDs and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate at any time thereafter and the Company will be deemed to have performed its obligations under Applicable Regulations unless the Client has informed the Company of such changes.

The Client agrees that he had read and fully understood the "Risk Disclosure Statement" found on the Company's website under "Legal Documents".

Moreover, MiFID II makes a distinction between services that are a matter of execution and those where prior assessment is required to determine the extent to which the service and/or product is suitable to the Client's needs and circumstances and appropriate to the client's level of knowledge and experience.

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4. Client Classification Under MiFID II

4.1 The Company shall inform the Clients of their categorization prior to providing a service or carrying out a transaction. The Company classifies its Clients into one category, as retail clients as per MiFID II. The classification intends to reflect the client's level of knowledge and experience in the financial markets and their ability to understand and take on the risks arising from their investment decisions, to adopt protective measures to the particularities of each category of investor.

   (a) Retail Clients: Clients that are not either professional clients or eligible counterparties who are deemed to have less investment knowledge and experience and so they receive the maximum level of protection provided for by MiFID II both in carrying out the tests and in the scope of the pre- and post-contractual documentation and information that must be made available to them. This category includes most individuals.

   (b) Professional Clients: Clients that possess the experience, knowledge, and expertise to make their own investment decisions and properly assess the risks it incurs. The category includes entities that fall within the category of "Eligible Counterparties", such as investment firms, credit institutions, insurance companies, undertakings for the collective investment of transferable securities (UCITS), pension funds, and national governments, plus institutional investors whose main activity is to invest in financial instruments and exceptionally some individuals who may be treated as professional clients upon request. It is in the Company's sole discretion to decide whether retail clients may be treated as professional clients based on the knowledge and experience the clients possess. Professional Clients are deemed to have more investment knowledge and experience and are provided with less protection under MiFID II since they are assumed to have sufficient knowledge of the markets and financial instruments and can make their own decisions and undertake the risks involved.

   (c) Eligible Counterparties ("ECP"): Clients that are per se eligible counterparties, such as investment firms, credit institutions, insurance companies, undertakings for collective investment of transferable securities (UCITS), pension funds, and national governments which are automatically treated as ECPs, as well as entities that may be treated as ECPs with their consent, such as large undertakings, that meet specified size tests and clients who may be treated as ECPs in accordance with the prescribed opt-up criteria. To be treated as ECP as specified in MiFID II, is required for the entities to be recognized as such by their Home Member State. MiFID II provides a basic level of protection since the entities operate in the financial market frequently and directly.

4.2 The Company will notify Clients in writing for their classification. The Client agrees that the Company will treat him as a Retail Client. The Company has incorporated MiFID II criteria in

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Website: www.octaeu.com, Email: clientsupport@octaeu.com, Phone: +35725251973

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carrying out the classification of Clients to its' Client Classification Policy found on the Company's website under Legal Documents.

5. Restrictions

5.1 The Trading Platform and the Services hereunder are not intended for distribution to, or use by, any person:

(a) who is under the age of 18 years old or is not of legal competence or of sound mind;

(b) who resides in any country where such distribution or use would be contrary to local law or regulation or where the Services hereunder or CFD trading activity would be contrary to local law or regulation. It is the Client's responsibility to comply with any local law or regulation to which the Client is subject;

(c) The Company does not provide the regulated services or perform regulated activities with, or in respect to any client who is a resident of Spain, Belgium, United Kingdom, United States of America, or Canada. In relation to individuals who origin or reside in any of the FATF High-Risk Jurisdictions subject to a Call for Action, the European Commission high-risk third countries, or any other non-European Economic Area country where special legal conditions or limitations exist, the Company has the right to, at its own discretion and discretion without being obliged to provide any explanation, decide not to establish business relationship and/or impose additional requirements or pre-conditions to accept them as Clients.

6. Services

6.1 Subject to the Client's obligations under the Client Agreement being fulfilled, the Company shall offer the following Investment and Ancillary Services and administrative Services to the Client as follows:

(a) Receive and transmit Orders of the Client in CFDs.

(b) Execute Client Orders in CFDs.

(c) Dealing on Own Account in CFDs.

(d) Provide Safekeeping and administration of financial instruments for the Client Account (as and if applicable), including custodianship and related services such as cash/collateral management.

(e) Provide Foreign Currency Services provided they are associated with the provision of the reception and transmission service of paragraph 6.1 (a) and (b) of PART A of the Client Agreement.

(f) Provide administrative services for the use of the Client Account, such as exercising deposits and withdrawals of money.

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6.2 The Company offers, on an execution only basis, CFDs in several underlying assets, the Contract Specifications of which are available to the Company's Website

6.3 The Client understands that CFDs are derivative products and therefore he will not be entitled to own any Underlying Asset instrument. The Client also understands that no physical delivery of any Underlying Asset shall occur.

6.4 The Client accepts that the Company is the only execution venue in relation to his trading activity under the Client Agreement. Although the Company can transmit the Client's orders for execution to third party liquidity providers through an electronic communication platform, based on the Client Agreement, the Company is the sole counterparty to the Client's trades and any execution of orders is done in the Client's name. Further information can be found in the Order Execution Policy.

6.5 The Client may trade during the normal trading hours of the Company as specified on the Company's Website. The Client will only be able to trade during these trading hours specified on the Company's Website for that relevant Financial Instrument and Underlying Asset.

6.6 It is hereby agreed and understood that the Company will provide its Services in accordance with its policies and procedures and so long as it is not in breach of any Applicable Regulations.

6.7 The Company reserves the right to reject a Client's request to trade in CFDs.

7. Advice and Provision of Information

7.1 The Company **will not** advise the Client about the merits of a particular Transaction. The Client acknowledges that the Company **will not** provide any form of investment advice and that the services do not include the provision of investment advice in CFDs or the Underlying Markets. The Client may enter into Transactions alone and take all relevant decisions based on his own judgment. The Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction in cases where the Client asks the Company to enter into any Transaction. The Client represents that he has sufficient knowledge, market sophistication, professional advice, and experience to make his own evaluation of the merits and risks of any Transaction. The Company may not provide any warranty as to the suitability of the products traded under this Client Agreement and assumes no fiduciary duty in its relations with the Client.

7.2 The Company will not be under any duty to provide the Client with any legal, tax, financial, or other advice relating to any Transaction. The Client should seek independent expert advice if in any doubt as to whether any tax liabilities arise. The Client is hereby warned that tax laws are subject to change from time to time.

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7.3 The Company may, from time to time and at its sole discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

(a) the Company will not be responsible for such information;

(b) 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;

(c) 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;

(d) 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 will not pass it on to any such person or category of persons;

(e) the Client accepts that prior to dispatch, the Company may have acted upon 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 the Client will receive such information at the same time as other clients.

7.4 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 any given notice.

8. Costs, Commissions, and Taxes

8.1 The Company applies charges ("Costs and Charges") for the provision of Services under the Client Agreement. The Costs and Charges are set out on the Company's Website under Legal Documents. The Client understands and agrees that by entering into this Client Agreement he accepts the Company's Costs and Charges.

8.2 All Charges may not be represented in monetary terms but also appear in other units such as spreads, which may vary depending on Underlying Asset. Spread cost is measured in pip across all of the Financial Instruments on the Company's Website here.

8.3 Costs may appear as a percentage of the value of CFDs when placing an Order. In this case, the Client maintains the responsibility to understand the calculation of the Costs.

8.4 The Company may vary its Costs and Charges from time to time. In this case, the Company will send a Written Notice to the Client informing of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to

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the Client. In the absence of a Force Majeure Event, the Company will endeavor to provide the Client with at least (10) ten Business Days' notice. The Client may dissolve the contract immediately if is not in agreement with such alteration. In the event that the alteration is based on a change in interest rates or tax treatment or reflects a change in Applicable Regulations, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client the earliest. The Client may dissolve the contract immediately if is not in agreement with such alteration.

8.5 The Company may pay or receive fees, commissions or other non-monetary benefits, inducements, to/from third parties, as far as the fees and/or commissions are permissible under Applicable Regulations, are designed to enhance the quality of the relevant service to the Client and do not diminish the Company's duty to act honestly, fairly and professionally in accordance with the best interest of its Clients. The Company will provide information on such benefits to the Client according to Applicable Regulations.

8.6 The Company will not act as a tax agent for the Client. The Client shall be solely responsible for all filings, tax returns, and reports on any Transactions 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 any Transaction.

8.7 The Client shall be responsible for paying all stamp expenses relating to the Client Agreement and any documentation which may be required for the carrying out of the transactions under the Client Agreement.

8.8 The Company does not charge any commission on carrying out operations to pay in/withdraw funds and/or for opening/closing positions. It is understood that third-party fees are payable by the Client.

8.9 The Company shall be entitled to demand the following amounts to be paid by the Client:

(a) any actual expenses in connection with replies to inquiries by public authorities, including without limitation, the expenses incurred by the Company in relation to forwarding of transcripts and enclosures and for the preparation of copies;

(b) any expenses that the Company may incur, by the Client's non-performance, including the expenses actually incurred by the Company in relation to forwarding reminders, legal assistance, etc.;

(c) all extraordinary out of pocket disbursements resulting from the Client's business relationship with the Company (courier and postal expenses in case the Client requests hard copies for documents which could have been delivered to the Client in electronic form

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where the Company shall inform the Client first of the expenses before forwarding the Client's request);

(d) Reasonable administrative fees should the Client request to exercise its rights under GDPR.

The Company reserves the right to introduce new fees which shall be notified to the Client according to paragraph 8.4 above.

8.10 All charges and fees shall be regarded as being due immediately unless specified otherwise in the Client Agreement. Any sums due to the Company pursuant to the Client Agreement shall be debited from the Client's Account(s). Where sums due hereunder are not paid in full by the due date, the Company may, without limiting its other rights, charge interest on such sums at 0.25% above European Central Bank base or equivalent minimum lending rate per month or part, calculated and accruing daily. In the event of late payment by the Client overdue amounts shall bear interest at a rate that the Company shall determine per the European Central Bank.

9. Communications and Written Notices

9.1 Unless the contrary is specifically provided in the Client Agreement, any notice, instruction, request, or other communication to be given to the Company by the Client under the Client Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

Octa Markets Cyprus Ltd

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Tel: +357 25251973

Fax: +357 25251983

Email: clientsupport@octaeu.com

9.2 The Client must ensure that at all times the Company is able to communicate with the Client by telephone, fax, or e-mail.

9.3 In order to communicate with the Client, the Company may use any of the following methods:

(a) Trading Platform internal mail;

(b) Email;

(c) Facsimile transmission;

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(d)Telephone;

(e)Post;

(f) Commercial courier service;

(g)Airmail;

(h)The Company's Website;

(i) Personal Area.

9.4 Any communications sent to the Client (documents, notices, confirmations, statements, declarations, demands, requests, etc.) are deemed received:

(a)if sent by Trading Platform internal mail, immediately after sending it;

(b)if sent by email, within one (1) hour after emailing it;

(c) if sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the Business Hours at its destination.

(d)if sent by telephone, once the telephone conversation has been finished;

(e)if sent by post, seven (7) calendar days after posting it;

(f) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;

(g)   if sent by airmail, ten (10) Business Days after the date of their dispatch;

(h)   if posted on the Company Webpage, within one (1) hour after it has been posted;

(i)   if posted on the Personal Area, immediately once posted.

9.5 The Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on when contacting the Client. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

9.6 Faxed documents shall be deemed to have been given and received and shall be effective when received in fully legible form, which shall be deemed to occur upon completion of the transmission unless such transmission is made on a day which is not a Business Day, in which case the notice shall be deemed received the next Business Day.

9.7 Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

9.8 Notice and any other form of communication sent by e-mail shall be deemed to have been given and received and shall be effective when received in fully legible form, which shall be deemed received one (1) hour after completion of the e-mail transmission unless such

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transmission is made on a day which is not a Business Day, in which case the notice shall be deemed received the next Business Day.

9.9 Notice or any other communication sent by post, shall be deemed to have been given and received and shall be effective seven (7) business days after the notice has been sent or when actually received, whichever first occurs.

9.10 Notice or any other communication sent by airmail, shall be deemed to have been given and received and shall be effective ten (10) business days after the notice has been sent or when actually received, whichever first occurs.

9.11 The Client accepts that the Company may, to administer the terms of the Client Agreement contact directly with the Client, from time to time, by any of the methods of paragraph 9.2. above PART A of the Client Agreement.

9.12 The Client accepts that the Company may contact the Client outside the Company's normal business hours.

10. Confidentiality, Personal Data Protection, Records

10.1 The Company may collect Client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions, and the providers of registers.

10.2 The Client acknowledges and agrees that the Company will use, store, process, and handle personal information of the Client, in accordance with the Data Protection Regulations.

10.3 The Client consents to the processing of his personal data for the Company to comply with all Applicable Regulations and more specifically for the processing of personal data due to Anti-Money Laundering Law and MiFIR Regulations.

10.4 The Company is the Data Controller for the purposes of all applicable Personal Data Protection Legislation. All information regarding privacy and data protection, as well as for the legal bases and purposes of the processing of Clients' personal data and other relevant information, can be found in the Company's Privacy Policy.

10.5 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 provision, administration, and improvement of the Services, for research and statistical purposes and

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marketing purposes (if the Client's consent is obtained where he is a natural person) and as provided for under paragraph 10.6 under PART A of the Client Agreement. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

10.6 The Client agrees that the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:

(a) where required by law or a competent Court;

(b) 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;

(c) to relevant authorities to investigate or prevent fraud, money laundering, or other illegal activity;

(d) to execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;

(e) to credit reference and fraud prevention agencies, third authentication service providers, and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence checks of the Client. To do so these agencies/parties 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;

(f) 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 herein obligations as well;

(g) only to the extent required and only the contact details, 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 the Client Agreement;

(h) to a Trade Repository, or similar, that centrally collects and maintains the records of derivatives under Regulation (EU) 600/201 of the European Parliament and of the Council, Market in Financial Instruments Regulation)(MiFIR);

(i) only to the extent required, 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;

(j) where necessary in order for the Company to defend or exercise its legal rights;

(k) at the Client's request or with the Client's consent;

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(n) to successors or assignees or transferees or buyers, with ten (10) Business Days prior Written Notice to the Client, and only if the Client specifically provides his consent for the purposes of paragraph 21.2. under PART A of the Client Agreement.

10.7 The Company is obliged to supply to natural persons, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays a reasonable administrative fee.

10.8 Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications, and anything else which relates to the Client for at least five years after termination of the Client Agreement. This period may be longer according to the Company's internal data retention of data policy but shall not exceed the time necessary for each type of data and shall take into account Applicable Regulations.

10.9 The Company will be processing Clients' personal data only during the timeframe provided by the Applicable Regulations and for no reason shall exceed the lawful timeframe.

10.10 The Company is obliged to have in place agreements, when disclosing personal data to third parties, with which the third party will be obliged to process the personal data only and strictly for the purpose under which the personal data were disclosed, such as for transaction reporting under the provisions of MiFIR.

10.11 The Client agrees that all telephone conversations, e-mails, internet conversations (chat), meetings, and any form of communication with the Company will be recorded and maintained by the Company for security purposes, compliance with applicable laws and regulations, training purposes as well as to maintain and improve the quality of the Company's services. Any recordings shall be and shall remain the Company's sole property. However, technical reasons may prevent the Company from recording a conversation, and recordings or transcripts made by the Company will be securely destroyed. Consequently, the Client should not rely on such recordings to be available.

10.12 The Company has appointed a Data Protection Officer who shall conduct the Office of the Commissioner of Personal Data Protection and will receive any queries and/or complaints from Clients at the following according to the "Personal Data Protection Policy" found on the Website under Legal Documents, to the email address: dpo@octaeu.com

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For more information and/or queries on Personal Data Protection you may visit the website of the Office of the Commissioner for Personal Data Protection http://www.dataprotection.gov.cy or conduct the Commissioner to the email address: commissioner@dataprotection.gov.cy

11. Amendments

11.1 The Company may upgrade the Client Account or convert its type, upgrade or replace, the Trading Platform and/or enhance the Services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change, or to add a new Service, or to improve the Services, or to protect the Company's legitimate interests, or to comply with changes in Applicable Regulations.

11.2 Unless provided differently elsewhere in the Client Agreement, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice, for any of the following reasons:

    (a) Where the Company reasonably considers that the change would make the terms of the Client Agreement easier to understand or to cover a situation or area not already covered;

    (b) To cover 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 six months, or it has become very expensive for the Company to offer;

    (c) To enable the Company to make reasonable changes to the Services offered to the Client as a result of changes in the banking, investment or financial system, or technology used by the Company to run its business;

    (d) To adopt a request or proposal of CySEC or the Financial Ombudsman or any other authority;

    (e) To protect the Company's interests;

    (f) To reflect a change in Applicable Regulations or to correct an inconsistency with Applicable Regulations. The Client acknowledges that a variation which is made to reflect a change in Applicable Regulations, if necessary, shall take effect immediately or with shorter notice.

11.3 The Company may change any document which is part of the Agreement, except this document, without prior notice to the Client by uploading the relevant updated document on the Company's website and the Client is responsible to check for updates regularly.

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11.4 In case the Client shall not agree with the effected amendments under paragraph 11.2, the Client shall have the right to terminate the Client Agreement and shall not have to pay any costs/fees as a result of terminating in this case, other than costs/fees due and payable for Services offered until the termination.

11.5 The Company reserves the right to amend at its sole discretion all such spreads, costs, and fees, and information on such amendments will be available on the Company's Website. The Client understands, accepts, and agrees that is his responsibility to visit the Company's Website and review this information during the time he is dealing with the Company, as well as prior placing any order with the Company.

11.6 The Company has the right to change the Margin requirements to new positions and to open positions, by providing at least ten (10) Business Days' notice. Such changes shall be effected on the Company's Website and/or the Platform and the Client is responsible to check for updates regularly.

11.7 The Company has the right to change Margin requirements without prior notice to the Client in the case of a Force Majeure Event as per clause 14 of Part A of the Client Agreement. In this situation, the Company has the right to apply new margin requirements of affected Financial Instruments and Underlying Assets to the new positions and to the positions which are already open.

12. Termination

12.1 Each Party may terminate the Client Agreement by giving at least five (5) Business Days Written Notice to the other Party.

12.2 The Client may terminate the Client Agreement by providing to the Company the "Termination of Business Relationship Form" found on the website under Legal Documents or by sending an e-mail to the Company. Upon the receipt of the Form or e-mail, the Company will request from the Client to close all Open Positions and fully withdraw his Balance until the termination date. If the Client fails to do so, on the termination date, the Company will forcibly close all Open Positions at current Quotes, before permanently closing the Client Account. In the case where the market is closed, Open Positions will be closed at the next available quote at the opening of the market and return any available Balance to the Client.

12.3 The Client Agreement may be terminated by either party at any time, if:

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(a) the other party becomes unable to pay its debts as they fall due or is bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to that party or any indebtedness of that party is not paid on the due date thereof or becomes capable at any time of being declared due and payable before the due date of payment outlined in any agreement or instrument; any voluntary or involuntary procedure is commenced by or against that party seeking or proposing liquidation, reorganization, an arrangement or composition with creditors, a freezing action or moratorium or other similar relief concerning that party or its debts under any bankruptcy, insolvency, regulatory, supervisory, corporate, tax or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer or any other similar official concerning that party or any substantial part of its assets, or that party takes any corporate steps to authorize any of the foregoing;

(b) if the other party dies or become of unsound mind or is declared absent;

(d) the other party fails to make any payment when due hereunder this ClientAgreement.

12.4 The Company may terminate the Client Agreement with immediate effect and without prior notice in an Event of Default of the Client as defined in clause 13.1. of PART A of the Client Agreement.

12.5 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position(s) or any legal rights or obligations which may already have arisen under the Client Agreement or any Transactions and deposit/withdrawal operations made thereunder.

12.6 Upon termination of the Client Agreement, any amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

(a) all outstanding Costs and any other amounts payable to the Company;

(b) any dealing expenses incurred by terminating the Client Agreement and charges incurred for transferring the Client's investments to another investment firm;

(c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on behalf of the Client;

(d) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Client Agreement;

(e) any damages which arose during the arrangement or settlement of pending obligations;

(f) any indemnification owed by the Client to the Company under the Client Agreement.

12.7 Once a notice of termination of the Client Agreement is sent or upon termination, the following shall apply:

(a) the Client will be obliged to close all Open Positions until the termination date or upon immediate termination. If the Client fails to do so the Company will close any Open

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Positions at current Quotes before permanently closing the Client Account. In the case where the market is closed, Open Positions will be closed at the next available quote at the opening of the market;

(b) the Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;

(c) the Company will be entitled to refuse to open new positions for the Client;

(d) the Company will be entitled to refuse the Client to withdraw money from the Client Account and the Company reserves the right to keep Clients' funds as necessary for the closing of any open positions and/or pay any pending obligations of the Client under the Client Agreement.

12.8 Upon Termination any or all the following may apply:

(a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;

(b) The Company has the right to close all Open Positions in current Quotes. In case where the market is closed, Open Positions will be closed at the next available quote at the opening of the market;

(c) The Company has the right to close the Client Account(s);

(d) The Company has the right to convert any currency;

(e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee and/or any Custodian to pay any applicable amounts. Such funds shall be delivered in accordance with the Client's withdrawal request via the Personal Area. If the Client fails to submit a withdrawal request, the Company shall have the right to forward such funds to the bank account or payment account (e-wallet) or card, as and if notified to the Company or use to make the last payment with the Company. The Company shall have the right to forward such funds through a bank account, irrespective of the method which was used to make the last payment with the Company, if the payment system cannot carry the specific transaction as per the applicable limits. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments;

(f) The Company shall have the right to reverse the funds back to the real owner according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network/Institution or Financial Institution;

(g) Make adjustments in the Client Account according to paragraph 13(2) sub-paragraph (b) of Part A of the Client Agreement.

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12.9 The amount to be paid back to the Client pursuant to clause 12.6, paragraph (e) above shall be the net Balance of the Client Account less (i) any and all monies due to the Company from the Client under this Client Agreement; (ii) any sums required for the remittance or return of the Client Balance including third party money transfer fees; (iii) any adjustment made to the Client Account according to paragraph 13(2) of Part A of the Client Agreement; (iv) any money reserved on the request of relevant authorities; and (v) any money which is reasonably believed to be the proceeds of criminal activity or has derived from stolen cards.

13. Default

13.1 Each of the following constitutes an "Event of Default":
    (a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or any other amount due under the Client Agreement;
    (b) the failure of the Client to perform any obligation due to the Company;
    (c) the failure of the Client to submit any identification documentation and/or any other information as required by the Company from time to time;
    (d) the failure of the Client to perform any obligation due to the Company emanating from the Client Agreement or any other documents concluded with the Company;
    (e) where any representation or warranty made by the Client in paragraph 16 of PART A of the Client Agreement becomes untrue;
    (f) an action set out in paragraph 13.2 of PART A of the Client Agreement is required by a competent regulatory authority or body or court;
    (g) the Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;
    (h) in cases of a material violation by the Client of the requirements established by the legislation of the Republic of Cyprus or other countries applicable on the Client, such materiality determined in good faith by the Company;
    (i) if the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal activities;
    (j) in case the Company reasonably suspects that the Client performed a Prohibited Action as set out in paragraph 2 of Part C of the Client Agreement;
    (k) in case the Company reasonably suspects that the Client opened a Client Account fraudulently;
    (l) in case the Company reasonably suspects that the Client performed forgery or used stolen card to fund his Client Account;
    (m) any representation or warranty made, given, or deemed made or given by the Client under the Client Agreement, proves false or misleading in any material respect as at the time it was made, given or deemed to be made or given;

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:

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(a) Temporarily block or impose restrictions on the Client Account and/or take any of the actions of paragraph 12.7 above of this Part A until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;

(b) In situations where the Company reasonably deems that an Event of Default occurred, it reserves the right to seek reimbursement from the Client to cover losses, damages, and expenses incurred by the Company by charging the Client Account, deducting amounts from future payments owed to the Client, canceling any profits which resulted from an Event of Default and adjusting the Balance in the Trading Account;

(c) Terminate the Client Agreement without notice to the Client and take any or all of the actions of paragraph 12.8 above of this Part A;

14. Force Majeure

14.1 A Force Majeure Event includes without limitation each of the following:

(a) Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, civil disturbance, strike, 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;

(b) 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;

(c) Labor disputes and lock-out which affect the operations of the Company;

(d) 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;

(e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

(f) Breakdown, failure, or malfunction of any electronic, network, and communication lines (not due to the gross negligence or willful default of the Company) including, but not limited to any breakdown, or interruption of power supply, or failure of transmission or communication or computer facilities, including but not limited to hacker attacks and/or illegal actions against the Company's Electronic Trading Platform and/or the Company's equipment, and/or DDoS-attacks;

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(g) 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;

(h) The suspension, liquidation or closure of any market or the abandonment or failure of any event 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 on any such event;

(i) 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;

(j) The failure of any relevant supplier, Financial Institution intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearinghouse, or regulatory or self-regulatory organization, for any reason, to perform its obligations;

(k) Postal or other strikes or similar industrial action;

(l) Decisions by the legislative and/or other bodies of the Republic of Cyprus (including the CySEC and the Central Bank of Cyprus) and other countries, that makes it impossible for the Company to fulfill its obligations;

(m) Discontinuance or suspension of the operation of any Market;

(n) There is extreme volatility in the Underlying Asset/Market.

14.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Client Agreement) the Company may without prior notice and at any time take any or all of the following steps, which shall be appropriate each time:

(a) increase Margin requirements without notice, which may result in the Client being required to provide additional Margin;

(b) close any or all Open Positions the affected Financial Instruments at such prices as the Company considers in good faith to be appropriate;

(c) refuse to accept Orders from Clients;

(d) suspend or modify the application of any or all terms of the Client Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;

(e) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances concerning the position of the Company, the Client and other clients;

(f) increase Spreads;

(g) decrease Leverage;

(h) shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;

(i) inactivate the Client Account.

14.3 Except as expressly provided in the Client 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 the Client Agreement where such failure, interruption or delay is due to a Force Majeure event.

15. Limitations of Liability and Indemnity

15.1 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Client Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

15.2 The Company shall not be liable for any losses the Client suffered when trusted a third party and/or followed any instruction, indication, or advice from a third party.

15.3 The Company will not be held liable for any loss or damage, or expense incurred by the Client, directly or indirectly arising from but not limited to:
   (a) any error or failure or bug in the operation of the Trading Platform;
   (b) should the Trading Platform fail, damage, destroy and/or format the records and data or if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement;
   (c) any technical problems, system failures, and malfunctions or system access issues, system capacity issues, communication line failures, equipment failures or malfunctions, high internet traffic demand, or other similar computer issues;
   (d) disruptions or delays or problems in any communication experienced by the Client when using the Trading Platform;
   (e) errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
   (f) any hardware, software, connection bugs;
   (g) any security breach;
   (h) all Orders placed under the Client's Access Data;
   (i) all Client's trading decisions;
   (j) The contents, correctness, accuracy, and completeness of any communication spread by the use of the Platform;

(k)   as a result of any Order or instruction which is, or reasonably appears to be, from an authorized representative of the Client;

(l)   any failure by the Company to perform any of its obligations under the Client Agreement as a result of Force Majeure Event;

(f)   the acts, omissions, or negligence of any third party;

(g)   the solvency, acts, or omissions of any third party referred to in paragraph 1.1 subparagraph f, of PART B of the Client Agreement;

(h)   any act or omission, including negligence and fraud, of the Client;

(i)   if a situation of paragraphs 1.4 and 1.5 of PART B of the Client Agreement arises;

(j)   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;

(k)   unauthorized 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;

(l)   currency risk materializing;

(m)   the occurrence of Slippage;

(n)   any of the risks and warnings of the document "Risks Disclosure Statement", found on the Company's website, materializes;

(o)   any changes in the rates of tax;

(p)   under abnormal Market Conditions;

(q)   the Client using Trailing Stop and/or Expert Advisor. In case the Client uses these solutions in bad faith or in contrary to the Client Agreement, the Company reserves the right to immediately terminate the Client Agreement;

(r)   the Client relying on Stop Loss Orders;

(s)   the Company exercising any of its rights under the Client Agreement.

15.4 Nothing in this clause 15 will exclude, limit, or restrict either party's liability for fraud or gross negligence, or willful misconduct.

15.5 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Client Agreement, the provision of the Services or the use of the Platform.

15.6 The Client agrees that only the Company shall be liable to the Client and that no Connected Person (director and/or employee of the Company) will be personally liable to the Client (whether in contract, tort including negligence, or otherwise).

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15.7 The Client shall hold the Company harmless in respect of all liabilities which it may suffer or incur as a direct or indirect result of a breach by the Client of the Client Agreement.

15.8 The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under the Client Agreement in relation to the Client for the provision of the Services and the use of the Platform.

16. Representations and Warranties

16.1 The Client represents and warrants to the Company the following:

(a) 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 documents handed over by the Client are valid and authentic and shall inform the Company of any changes;

(b) the Client has read and fully understood and undertakes to comply with the terms of the Client Agreement and the various documents found on the Company's website, namely "Terms of Service", "Terms of Business", "Cookies Policy", "Privacy Policy", "Risk Disclosure Statement", "Order Execution Policy", "Conflict of Interest Policy", "Client Classification Policy" "Investor Compensation Fund Policy" Key Information Document (KID) on CFDs on Commodities, Key Information Document (KID) on CFDs Equity Indices, Key Information Document (KID) on CFDs Precious Metals, Key Information Document (KID) on Forex (FX), "Costs and Charges" and "Complaints Handling Policy" ;

(c) the Client has read and understands the Risk Disclosure and Warning Notices;

(d) the Client agrees to the provision of the information of the Agreement by means of a Website or e-mail;

(e) the Client confirms that he has regular access to the internet and consents to the Company providing information, including but not limited to information about amendments to the Terms and Conditions, Costs and Charges, the Client Agreement and any other Policy, and information about the nature and risks of investments by posting such information on the Company's Website or by sending an e-mail to the Client;

(f) the Client is duly authorized to enter into the Agreement, to give Orders, Instructions, and Requests, and to perform its obligations hereunder;

(g) the Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;

(h) the Client is the individual who has completed the Account Opening Application Form;

(i) the Client agrees that trading in leveraged financial instruments on the Over-the-Counter Market is suitable for him;

(j) the Client is willing to and financially able to sustain a total loss of funds resulting from transactions performed;

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(k) 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;

(l) the Client has declared in the Account Opening Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;

(m)   the Client acknowledges that the Company shall not be obliged to inform the Client on an individual basis for any developments or changes on existing Laws, Directives and/or Regulations, information, and policies from any competent authority, but the Client should refer to the Company's Website to obtain all these data and information, as well as any document(s) that the Company may from time to time publish;

(n) the Client warrants and represents that he shall indemnify the Company and maintain it so indemnified against any claim, damage, liability, cost, or expenses of any third party and/or which may be satisfied by the Company and which may arise in relation to the Client Agreement and/or in relation to the provision of Investment Services and/or in relation to the disposal of the Client's Financial Instruments and/or in relation to the non-fulfillment of any of the Client's statements contained in the Client Agreement.

(o) the Client's funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing. Otherwise, the Company reserves the right to temporarily or permanently block the Client Account(s) and/or immediately terminate the Client Agreement. If the Client Account(s) is blocked or terminated in such circumstances, the Company is under no obligation to refund any amount to the Client, unless otherwise instructed by relevant regulatory authority;

(p) the Client funds are free of any lien, charge, pledge, or other encumbrance;

(q) the Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;

(r) there are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion;

(s) the Client is over 18 years old;

(t) there are no legal restrictions applicable to the Client with regard to accessing the Trading Platform and trading in CFDs.

17. Client Acknowledgment of Risk and Consents

17.1 The Client unreservedly acknowledges and accepts the following:

(a) Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading CFDs and accepts and declares that he is willing to undertake this risk. The damages may include the loss of all the invested money.

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(b) CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.

(c) CFD Transactions have a contingent liability, and the Client should be aware of the implications of this, in particular, the margining requirements.

(d) Trading on an electronic Trading Platform carries risks.

(e) The risks and warnings of the document "Risks Disclosure Statement", found on the Company's website.

17.2 The Client agrees and understands that:

(a) will not be entitled to delivery of, or be required to deliver, the Underlying Asset of CFDs, nor ownership thereof or any other interest therein.

(b) no interest shall be due on the money that the Company holds in the Client Account.

(c) when trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).

17.3 The Client consents to the provision of the information of the Client Agreement by means of a Website.

17.4 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, the Client Agreement, Policies, and information about the nature and risks of investments by posting such information on the Website.

18. Applicable and Governing Law and Applicable Regulations

18.1 All disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Cyprus.

18.2 The Client Agreement is governed by the Laws of Cyprus.

18.3 Notwithstanding any other provision of the Client Agreement, in providing Services to the Client, the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

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18.4 All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

18.5 The Client may submit complaints to the Company according to the Complaints Handling Policy.

19. Severability

19.1 Should any part of the Client Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by the law of any Market or regulator, that part will be deemed to have been excluded from the Client Agreement from the beginning, and the Client 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 Client 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.

20. Non-Exercise of Rights

20.1 The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of the Client Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled under the Client Agreement, shall not constitute an implied waiver thereof.

21. Assignment

21.1 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 the Client Agreement or the performance of the entire Agreement subject to providing at least ten (10) 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, reorganization of the Company, upcoming winding up of the Company, lapse or cancellation, or expected cancellation of the CIF license of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

21.2 It is agreed and understood that in the event of a transfer, assignment, or novation described in paragraph 21.1 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

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history) transfer the Client Account and the Client Money as required, subject to providing at least ten (10) Business Days prior Written Notice to the Client and provided that the Client gives consent for the processing of personal data.

21.3 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 without the prior written consent of the Company.

22. Language

22.1 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 does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

23. Identification

23.1 The Company is obliged by Law to verify the identity of each Client, therefore, in order for the Company to comply with applicable Anti-Money Laundering (AML), Client Due Diligence (CDD), and Know Your Client (KYC) obligations, the Client will be prompted to provide the Company with the following information:
(a) name;
(b) address/residency;
(c) date and place of birth;
(d) nationality;
(e) contact information (e-mail address and telephone number);
(f) payment instructions;
(g) any other personally identifiable information that we may ask for from time to time, such as a copy of ID/Passport and/or other identifying documents; and
(h) any other information as required by applicable laws and regulations (e.g. CRS, FATCA MiFIR, etc.).

23.2 In order to prevent any unauthorized access to the Client Account, verification of the Client's identity is made for the following non-trading operations:
(a) withdrawal requests;
(b) leverage change;
(c) change of Access Data etc.

23.3 The means of Client identification used by the Company (such as email) and the method of Client Identification is performed according to the "Terms of Business" found on the Company's Website under Legal Documents.

23.4 It is understood that the Company shall have the right to suspend the execution of the non-trading operations in paragraph 23.2 above if the Client's identification data are invalid or incorrect until the Client sends the correct identification data.

24. Currency Conversions

24.1 The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (if the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under the Client Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regard to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client's Account or from the deposited amount the expenses incurred regarding currency conversions for the Client, including commissions to banks, money transfer fees, commissions to intermediaries.

24.2 The Client will bear all foreign currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the Agreement or any law.

25. Product Governance

25.1 The Company is required, when manufacturing and/or distributing financial instruments, to establish, implement and maintain policies, procedures, and measures to ensure that the manufacturing and/or distribution of financial instruments comply with the relevant product governance requirements of MiFID II, in a way that it is appropriate and proportionate, considering the nature and degree of complexity of the investment product, the investment service, and the target market.

25.2 When the Company offers products via the Dealing on Own Account is considered to be a Manufacturer and hence it assesses the potential target market, on a product per product basis. Since the Company is considered to be a Manufacturer, it has established Key Information Documents (KIDs), which are accessible on the Company's website (https://www.octaeu.com/company/legal-agreements), for existing and/or potential Retail Clients' Information, for all different products prepared by the Company and include:

   a. KID for CFDs on Commodities (i.e., Energy)

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b. KID for CFDs on Precious Metals
c. KID for CFDs on Equity Indices
d. KID on CFDs on Forex (FX)
e. KID on CFDs on Shares
f. KID on CFDs on Cryptocurrency.

When the Company offers products via the Reception, Transmission, and Execution of Orders is considered to be a Distributor of products manufactured by the Company's Liquidity Providers for more information please visit the Company's Order Execution Policy.

25.3 The Company with its Target Market Assessment takes into consideration the five (5) Categories of Product Governance as provided via ESMA's Final Report 35-43-620 dated 02/06/17 and Guidelines ESMA 35-43-620 dated 05/02/18 regarding MiFID II product governance requirements. The Company aims to ensure that the financial instrument is offered to a Client, only after it is ensured that such financial instrument is in the Client's best interest.

The Company uses the following list of five (5) categories of Product Governance for identifying the potential target market:

a. Type of Client to whom the product is targeted based on MiFID II client categorization, which includes:
   • Retail Clients;
b. The Client's knowledge and practical experience to be sufficient with regard to the financial instruments manufactured and/or distributed by the Company;
c. Client's financial situation, with a focus on the Client's ability and willingness to bear losses to its capital;
d. Client's Risk tolerance and compatibility of the risk/reward profile of the product with the Target Market;
e. Client's Needs and Objectives.

26. Conflict of Interest

26.1 Conflict of Interest is a situation where the Company and/or an employee of the Company has competed for professional and/or personal interests, which may prevent services from being provided to Clients in an independent and/or impartial manner.

26.2 The Company is committed to identifying, monitoring, and managing all actual and/or potential conflicts of interest that may arise between the Company and the Client and/or any person directly or indirectly associated with the Company.

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26.3 The Company is required by law to take all reasonable measures to identify and manage any potential or actual conflicts of interest between the Company and any third party, the Company and the Client, and the Company and the Client and any other Client.

26.4 Further details can be found in the Company's Conflicts of Interest Policy, which can be found on the Company's Website. Where any conflicts of interest cannot be mitigated effectively, the Company will disclose the nature and/or source of such conflicts.

27. Miscellaneous

27.1 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

27.2 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 who 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.

27.3 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).

PART B: CLIENT MONEY AND CLIENT ACCOUNT

1. Client Money

1.1 The Company will deal with any funds that it holds on the Client Account in accordance with the Applicable Regulations. This means that the Company shall:
   (a) keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients';
   (b) such records shall be accurate and correspond to the Client money;
   (c) conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
   (d) at all times keep Client money segregated from the Company's own money;
   (e) not use Client money in the course of its own business;
   (f) promptly place any Client money into one or more Segregated Client Account(s) with reliable financial institutions, such as a credit institution, a central bank, a bank, or a qualifying money market fund within the European Economic Area (EEA);

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(g) take the necessary steps to ensure that Client money deposited with a financial institution identified separately from any accounts used to hold funds of the Company;

(h) shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record-keeping, or negligence.

1.2 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from Client Account(s) under the Client Agreement) and the Client waives all right to interest.

1.3 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

1.4 The Company may hold Client money and the money of other Clients in the same account (omnibus account).

1.5 . In the event of the insolvency or any other equivalent failure of that person, the Company will not be liable for the solvency, acts, or omissions of any third party referred to in this paragraph.

1.6 The institution(s) of paragraph 1.1. subparagraph (f) of Part C shall be governed by the laws of the foreign country and therefore, the rights related to the Clients' Money may differ from those provided by local legislation.

1.7 The third-party to whom the Company will pass money under paragraph 1.1 subparagraph (f) of this Part B may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

1.8 The Company will exercise reasonable skill, care, and diligence in the selection, appointment, and periodic review of the financial institutions with which it will hold Client Money, in accordance with its Applicable Regulations. To this end, the Company considers the credit rating, expertise, and market reputation of such institution(s) prior to keeping any Client Money there and takes reasonable steps to periodically monitor their credit risk. The Company may use multiple institutions to ensure diversification and allocate internal percentage limits for each institution the Company decides to use. However, in the event of insolvency or

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any other equivalent failure of that third party, the Company will not be liable for the solvency, acts, or omissions of any third party referred to in this paragraph.

1.9 The Company will carry out the reconciliation of funds on a regular basis as per applicable legislation and in line with its internal policies and procedures, as will proceed with any required transfer to or from the segregated account on the next Business Day unless this is not possible for any reason.

1.10 The Company is a member of the Investors Compensation Fund (ICF). So, depending on the classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the document with the title Investor Compensation Fund Policy, found on the Company's Website under Legal Documents.

1.11 It is understood that profit or loss from trading is deposited in/withdrawn from the Client Account once the Transaction is closed.

2. Lien

2.1 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. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing services providers/payment services operators' requirements, as well as if it is required by the relevant authorities.

3. Netting and Set-Off

3.1 If the aggregate amount payable by the Client (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from the law, compliance rules/card schemes/acquiring banks/payment processing services providers/ payment services operators requirements, as well as if it is required by any relevant authorities) 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.

3.2 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party(in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from the law, compliance rules/card schemes/acquiring banks/payment processing services providers/ payment services operators requirements, as well as if it is required by any relevant

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authorities), 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.

3.3 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and set off such Balances in the event of Termination of the Client Agreement.

4. Client Account

4.1 In order to facilitate trading in CFDs, the Company will open a Client Account, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company at its discretion from time to time.

4.2 In the event that the Client has more than one Client Account, the Company reserves the right to treat all such accounts as if they were under one account and to limit the number of accounts maintained by a single holder, at its own discretion.

5. Active Client Accounts

An active account is an account that following the verification procedure has had at least one financial transaction (deposit, withdrawal, internal transfer), and/or trading activity (open new trade positions, modify/close trade positions.

6.Temporary Block of the Client Account

6.1 The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:
   (a) in an Event of Default of the Client according to paragraph 13.2 (a) of PART A of the Client Agreement and for such time that the Company reasonably requires to examine if an Event of Default has occurred;
   (b) after the Client's request to temporarily block the Client Account under paragraph 6.5. of PART B of the Client Agreement;
   (c) the Company is informed by a reliable source that the Access Data of the Client may have been received by unauthorized third parties;
   (d) the Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client;
   (e) in a Force Majeure Event and for such duration that the relevant event continues to exist.

6.2 Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

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(a) when the Company determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 6.1(a) of PART B of this Client Agreement;

(b) when the Client requests the Company to unblock the Client Account under paragraph 6.6, where the Client Account was temporarily blocked under paragraph 6.1(b)of PART B of this Client Agreement;

(c) when the safety of the Access Data is determined or the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 6.1(c) of this Client Agreement;

(d) when the Company determines that the Client has not engaged in any actions or doubtful operations, where the Client Account was temporarily blocked under paragraph 6.1(d) of PART B of the Client Agreement;

(e) when the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 6.1(e) of PART B of the Client Agreement.

6.3 During the period for which the Client's Account is blocked, the Company shall examine the circumstances and as a result, the Client's Account may be either unblocked or closed.

6.4 In case the Client Account is closed the Company reserves the right to withhold, under the general right of lien under paragraph 2 of Part B of this Client Agreement for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing services providers/ payment services operators requirements, as well as if it is required by any relevant authorities.

6.5 The Client has the right to request the Company to temporarily block the Client Account by sending an email to clientsupport@octaeu.com or calling the Company, with a request to temporarily block the Client Account. The Company shall block the account within 24 hours after receiving the said request.

6.6 In order for the Company to unblock the Client Account which was blocked after the request of the Client, the Client shall either send an email to clientsupport@octaeu.com or call the Company with a request to unblock the account. The Company shall unblock the Client Account within 24 hours of receiving the request.

7. Permanently Block the Client's Account

7.1. The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

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(a) when the Client abuses the Company's trading conditions according to Part C and Part D of the Client Agreement;

(b) when the Client acts against Market Abuse Law L.102(I)/2016 and Market Abuse Regulation (MAR) EU No 596/2014;

(c) where the Company is informed by a reliable source that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;

(d) where the Company is informed by a reliable source that the Client is engaged in fraud regarding financial transactions;

(e) when the Client is no longer a resident of any jurisdiction where the Company may offer its services as per its CySEC license.

7.2 During the period for which the Client's Account is blocked the Client will not be able to fulfil any financial transactions, including deposits, withdrawals, internal transfers, or any trading activity, including the opening of new trading positions, the closure or modification of any open positions.

7.3 During the period for which the Client's Account is blocked the Company reserves the right to forcibly close any open positions and close the Client's Account.

7.4 In case the Client's Account is closed with profitability, the Company may return the Net Deposits back to the Client. In case the Client's Account is closed and the Equity Balance is less than the Net Deposits, the Company may return to the Client the Available Balance.

8. Inactive and Dormant Client Accounts

8.1 If for ninety (90) calendar days, there is no activity (i.e. no trading activity, no deposits or withdrawals, and no internal transfers) on a Client Account with a free balance, then the account will be inactive.

8.2 When the Client Account is inactive, all trading history of the account will be recorded and stored. However, at the Client's request, the company can provide the trading history of the inactive account.

8.3 At the Client's request a previously inactive account may be restored back to active account status. The Company has the right to request additional and/or updated documentation for the client account to be restored back to active status.

8.4 If the Client Account is inactive for one (1) year, and after notifying the Client at its last known address, the Company reserves the right to terminate the Client Account and render it dormant.

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8.5 A previously dormant account cannot be restored.

8.6 Any pending orders, trading history, and financial transactions may be deleted from dormant accounts.

9. Deposits and Withdrawals to/from the Client Account

9.1 The Company reserves the right to impose deposit/withdrawal limits and deposit/withdrawal fees in its system(s) at any time. Such limits may be based upon a number of factors, including but not limited to, country of residence, remittance source, payment methods used, frequency and amounts of monetary transactions, and restrictions under Applicable Laws.

9.2 The Client may deposit funds into the Client Account at any time during the course of the Client Agreement. Deposits will be accepted by bank transfer, debit/credit card, or any other method acceptable by the Company from time to time. The Company will not accept third-party or anonymous payments in the Client Account. In the event that funds are transferred to the Client Account by a third or anonymous party, the Company reserves the right to return the funds to their origin as well as to void all trading transactions executed with these funds.

9.3 The Client may deposit via personal debit/credit card of the international payment system statedin the Personal Area. The Client shall understand and agree that if he uses this method of payment, he will be able to withdraw funds through the same payment system or to his personal bank account if required under any circumstances.

9.4 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 if the Company is not duly satisfied as to the legality of the source of funds and to refund/send back the funds to the sender, net of any transfer fees or charges which may incur. Any refund will be sent to the same source from where the funds were received or to the Clients personal bank account if required under any circumstances. The Company will deviate from this policy only where it is satisfied that this will not be in contrary to any of its policies and applicable legislation.

9.5 The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

9.6 The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, passport (ID) requisites, and address not being verified.

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9.7 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company. Any deposit in foreign currency to the Client Account shall be converted into the currency of the designated Client Account. The Client acknowledges and agrees that the Client shall undertake all risks deriving from any such conversion and in particular, without prejudice to the generality of the above, the risk of loss which may be incurred as a result of fluctuations in exchange rates.

9.8 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 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 the 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.

9.9 The Company will affect withdrawals of Client funds upon the Company receiving a relevant request the Client entered on the Client's Personal Area.

9.10 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within one (1) to three (3) hours or three (3) to seven (7) Business Days depending on the withdrawal method. The following requirements must be met to effect the withdrawal request: :
   (a) the withdrawal instruction includes all necessary information in the Personal Area;
   (b) 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 originally deposited in the Client Account or in case of a disputable situation to a bank account belonging to the Client;
   (c) the account where the transfer is to be made belongs to the Client;
   (d) at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instructions including all payment charges;
   (e) there is no Force Majeure event which prohibits the Company from effecting the withdrawal;
   (f) Client's personal information and/or documents, such as passport/ID, address, email, telephone number, etc., are valid and verified by the Company;
   (g) The Company is not investigating an Event of Default.

9.11 It is agreed and understood that it is the Client's responsibility to provide the appropriate and accurate information in a timely manner, to avoid any further delays.

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9.12 It is agreed and understood that withdrawals will only be effected by the Client. The Company will not make any withdrawals to any other third party or anonymous account.

9.13 The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

9.14 All third-party payment and transfer charges will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

9.15 In the case of a Client Account being closed, its Balance is withdrawn proportionally to the account(s), from which it was deposited. Unlawful actions with bank cards and bank accounts are exceptions, in the cases of unlawful actions with the above-mentioned deposit methods, it entails the withdrawal of the total initial deposit amount to the real owner of a bank card or bank account regardless of the account balance in the Company. In the named cases all dataare provided to the bank and the law enforcement agencies of the Client's country.

9.16 If the security type was changed, withdrawal can be conducted only after three (3) business days have passed from the moment of change.

9.17 The Client may send the request for withdrawal via bank transfer. In the cases of using a bank card as a depositing method, the first withdrawal is made by refunding the initial deposit amount. In the case of profit withdrawal remained after the refund to the bank card, the Client's funds are to be withdrawn by bank wire. The Company shall undertake to send funds to the Client's bank account in accordance with the details stated in the withdrawal request. The Company shall not be responsible for the period of bank transfer.

9.18 The Client may send the withdrawal of funds request from the trading account with other funds transfer means. The Company shall undertake to send funds to the Client's bank account in accordance with the details stated in the withdrawal request. The Company shall not be responsible for the period of bank transfer.

9.19 The Company will process any funding request in accordance with applicable rules and regulations, therefore, any requests which are not in line with the Company's legal obligations may not be processed. The Client understands that there might be instances where the Company will be unable to provide the Client with an explanation as to why the Company cannot proceed with his request.

9.20 The Company will take reasonable actions to ensure keeping the Client informed about the progress of any funding and/or withdrawal request, specifically in relation to processing times

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and any required documentation that if not in place may result in delays. The Client understands that there may be instances where the Company cannot guarantee the specified processing times because of events outside of its control.

9.21 In case the Client receives money from the Company by mistake, the Client agrees to hold such amount of money in trust for the benefit of the Company or the beneficial owner. If the Client uses any of the funds that were sent by mistake, the Company will claim those funds, together with any profit derived from the use of those funds. In the same way, the Company shall not compensate the Client for any losses incurred as a result of using the said funds. The claim for the full amount shall remain.

9.22 Any internal transfer will be allowed for Client Accounts of the same Client.

PART C: THE TRADING PLATFORM

1. Technical Issues

1.1 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access by any means, and telephone or other access lines. 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.

1.2 The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of the computer and that he has taken appropriate actions to protect the system from computer viruses or other similarly harmful or inappropriate materials, devices, information, or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer viruses or other similarly harmful or inappropriate material or devices to the Company Trading Platform from his personal computer.

1.3 The Client may inform the Company in writing if the Client encounters any problems with the Trading Platform, or has any suggestions for modifications, design changes, and improvements. The Company shall have the right, but not the obligation, to make modifications to the Trading Platform based upon these suggestions. Any modifications, design changes, and improvements made to the Trading Platform based on the Client's feedback shall be the undisputed sole property of the Company.

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1.4 The Company will, to a reasonable extent, maintain the Trading Platform and any other related systems up to date. The Company and/or the relevant third party may perform this maintenance from time to time, which includes shutting down, restarting, and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Trading Platform. These actions may cause the Trading Platform to be inaccessible and/or inoperative for a period of time. The Company will use best efforts to ensure that any maintenance activity will take place outside trading hours, however, you understand and accept that this may not always be possible.

1.5 The Company uses its best efforts to make the Trading Platform available on a continuous basis. Where this is not possible, we endeavor, within reason, to provide the Client with prior notice, but the Client understands and accepts that the Company cannot guarantee their continuous availability at all times, due to instances including:

   (a) failure and/or errors, including failures and/or errors of technical nature such as failure of internet connectivity that may affect the access to the Trading Platform, which either the Client or the Company rely on;

   (b) in the event of Force Majeure.

2. Prohibited Actions on the Trading Platform

2.1 The Client shall not unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied to the Trading Platform.

2.2 The Client will use the Trading Platform only for the benefit of the Client Account and not on behalf of any other person.

2.3 The Client is prohibited to take any of the following actions:

   (a) Use any software which, the Company determines at its sole discretion, that applies any kind of artificial intelligence analysis to the Company's system and/or Trading Platform with the ultimate purpose of gaining an unfair advantage over the Company;

   (b) Use of any software in such a way which can cause a serious negative impact on the performance of the Company's servers and may prevent the Company from achieving the bests possible result for its Clients as regards to the execution of orders;

   (c) Intercept, monitor, damage, or modify any communication which is not intended for the Client;

   (d) 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 Trading Platform or the communication system or any system of the Company;

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(e)   Send any unsolicited commercial communication not permitted under Applicable Regulations;

(f)   Do anything that will or may violate the integrity of the Company computer system or Trading Platform or cause such system(s) to malfunction;

(g)   Take any action that could probably allow the irregular or unauthorized access of the Trading Platform;

(h)   Use (or allow another person to use) any software, program, application, or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information;

(i)   Use the Trading Platform in contravention of this Client Agreement

(j)   Use the Trading Platform for unlawful purposes;

(k)   Allow another person to place Orders in the Client Account;

(l)   Place Orders in off-market prices by taking advantage of internet or connectivity delays, price feed errors or delays, the occurrence of a market event, or of an abnormal trading condition where the prices displayed on the Trading Platform do not actually reflect the market rates. Where off-market prices appearing on the Trading Platform are owed to a mistake on the Company's side, the Company shall not treat this as an Event of Default but shall nevertheless have the right to cancel the Client profits which resulted from Client Orders executed at off-market prices and adjust the Balance in the Trading Account;

(m)   All types of Arbitrage.

(n)   Sniping.

Any form of arbitrage and any abuse as specified above in paragraph 2 subparagraph 3 of this Part C will constitute all transactions carried and/or profits or losses garnered as invalid.

2.4   The Company will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of the Trading Platform. Any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by the Company in its sole discretion, in the manner that it deems to be fairest to all concerned parties. The Company's decision shall be final and/or binding on all participants (i.e. the Client, other clients of the Company, and the Company).

2.5   Without prejudice to any other provisions of the Client Agreement, the Client agrees to indemnify the Company and hold it harmless from and against any and all liabilities, losses, damages, costs, and expenses, including, but not limited to legal fees and expenses incurred in connection with and/or directly or indirectly related with, any fraudulent and/or unlawful access and use by the Client of the Trading Platform.

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2.6 The Company may offer the Trading Platform MT5 Multiterminal which allows the Client to manage more than one Client Account. The Client hereby represents warrants and agrees that he will not use MT5 Multiterminal to manage Client Accounts not belonging to him.

3. Safety of Access Data

3.1 The Client is entitled to Access Data, so as to place Orders from the Client Account and perform various non-trading operations. The Client agrees to keep secret and not to disclose any Access Data to any person.

3.2 The Client may change his Access Data on his Personal Area with the exception of the username, email address, phone number, phone password.

3.3 The Client should not write down his Access Data. If the Client receives written notification of his Access Codes, he must destroy the notification immediately.

3.4 The Client agrees to notify the Company immediately if he knows or suspects that the Access Data has or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he receives the replacement Access Data.

3.5 The Client agrees that will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of Access Data.

3.6 The Client acknowledges that the Company bears no responsibility if unauthorized third persons have 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.

3.7 It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

4. Intellectual Property

4.1 This Client Agreement does not convey an interest in or to the Trading Platform but only a right to use it according to the terms of the Client Agreement.

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4.2 Nothing in the Client Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.

4.3 The Client is permitted to store, display, analyze, modify, reformat, and print the information made available through the Website or the Trading Platform. The Client is prohibited to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure, or remove any copyright, trademark, or any other notices that are provided in connection with the information.

4.4 The Client will not reproduce, duplicate, copy, modify, repair, develop, or re-sell any part of the Trading Platform.

5. Warranty

5.1. The Company warrants that the Trading Platform shall perform substantially in accordance with the intended purpose. This warranty shall not apply to the extent of any non-conformance which is caused by:
(a) use of the Trading Platform contrary to the Company's instructions or contrary to this Client Agreement;
(b) a modification or alteration of the Trading Platform by any party other than the Company, its Affiliates, or its subcontractors;
(c) in the event of Force Majeure;
(d) any computer equipment or other, which the Client uses to access the Trading Platform.

5.2. Notwithstanding paragraph 5.1 above, the Company does not warrant:
(a) that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations, or upgrades);
(b) that the Trading Platform will be free of errors, viruses, or anything else that has contaminating or destructive properties including where such results in loss of or corruption to Client data;
(c) that the Trading Platform will meet the Client's individual requirements.

PART D: TRADING TERMS

1. Execution

1.1 The trading procedures of the Company (including but not limited to the types of Orders and way of execution) are detailed in the document "Order Execution Policy" found on the Company's Website under Legal Documents.

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1.2 It is understood that in relation to individual transactions the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be the third party.

1.3 Orders are placed with the Company with the use of Access Data on the Trading Platform, through the Client's compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further inquiry to the Client and any such Orders will be binding upon the Client.

1.4 Insolvency. If a Company, whose Instruments forms the CFD goes into insolvency or is otherwise dissolved, we shall close any of the Clients' open positions/transactions in the CFD of that Instrument. The closing date shall be the date of insolvency.

1.5 The Company is under no obligation, unless otherwise agreed in the Client Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to be aware of his position at all times.

1.6 The Company shall have no obligation to contact the Client to advise upon appropriate action in light of changes in market conditions, including but not limited to market disruptions, or otherwise. The Client acknowledges that the OTC market in leveraged financial instruments is highly speculative and volatile and that following execution of any transaction, the Client is solely responsible for making and maintaining contact with the Company and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, the Company can give no assurance that it will be possible for the Company to contact the Client and the Company does not accept any liability for loss alleged to be suffered as a result of any failure by the Client to do so.

2. Decline of Client's Orders, Requests, and Instructions

2.1 Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to transmit or arrange for the execution of any Order of the Client in CFDs , for any good reason including in any of the following cases as applicable to CFDs:
   (a)   if the Order precedes the first Quote in the Trading Platform on the Market Opening;
   (b)   under Abnormal Market Conditions;

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(c) if the Client has recently made an unreasonable number of Requests in comparison to the number of Transactions;

(d) if the Client's Free Margin is less than the Initial Margin or the Necessary Margin, or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;

(e) it is impossible to proceed with an Order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market or it is impossible for the Order to be executed due to condition of the relevant underlying market;

(f) where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;

(g) in consequence of request of regulatory or supervisory authorities of Cyprus or a court order;

(h) where the legality or genuineness of the Order is under doubt;

(i) there is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;

(j) the Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;

(k) a Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);

(l) internet connection or communications are disrupted;

(m) a Force Majeure Event has occurred;

(n) in a suspected or actual Event of Default of the Client;

(o) the Company has sent a notice of Termination of the Client Agreement to the Client;

(p) the Client has failed to meet a Margin Call of the Company;

(q) the Client Account is temporarily blocked or is rendered dormant or is closed.

3. Margin Requirements

3.1 The Client shall provide and maintain the Initial Margin and Hedged Margin in such limits as set by the Company, at the Company's sole discretion.

3.2 It is the Client's responsibility to ensure that he understands how a Margin is calculated (the minimum order size (in lots) is 0.01, and the maximum order size a client can open is 100 (in lots), assuming the margin requirement is supported by the clients' margin available).

3.3 The required Margin depends on the Financial Instrument, Volume, and Account Leverage. When the Client opens a hedge (locked or opposite) position, no additional Margin will be

required. However, if the Free Margin on the trading account is negative, the Client will not be able to open a hedge order.

3.4 The Company has the right to change Margin requirements with prior notice to the Client. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

3.5 The Company has the right to close any or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.

3.6 If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except hedging position to reduce the margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.

3.7 The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

3.8 Margin must be paid in monetary funds in the Currency of the Client Account.

3.9 The Client undertakes neither to create nor to have outstanding any security interest whatsoever, nor to agree to assign or transfer, any of the Margin transferred to the Company.

4. Trailing Stop, Expert Advisor, and Stop Loss Orders

4.1 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

4.2 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

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5. Trade Confirmations and Reporting

5.1 The Company will provide the Client with online access to the Client Account via the Trading Platform, which will provide him with sufficient information including information on Order(s) status, Client Account status, Balance in the Client Account, and Trade Confirmations in respect of each executed Order.

5.2 Trade Confirmations will be available on the Trading Platform prior to the close of the back office on the Business Day following the day on which the order is executed.

5.3 If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.

5.4 The Company shall proceed to a settlement of all transactions (reconciliation of Clients funds) upon execution of transactions. The Client may at all times print an online statement of Account which is available on the Trading Platform.

6. CFD Order Execution

6.1 Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each CFD appearing on the Company's Website, as amended from the Company from time to time and if they are not executed, they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the Open spot Position. Any Open forward Positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

6.2 The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal Trading Hours which appear on the Company's Website.

6.3 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero.

6.4 Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

6.5 The Client may change the expiration date of pending Orders.

7. Quotes

7.1 The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

7.2 It is understood that Quotes on the Client Terminal are indicative Quotes and Slippage may occur.

7.3 In the event that the Company is unable to proceed with an Order with regard to price or size or other reason, the Company will send a requote to the Client with the price it is willing to deal with.

7.4 The Company will delete Error Quotes (Spikes) from the Server's Quotes Base.

8. Leverage

8.1 The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the Applicable Regulations.

8.2 An automatic change in Leverage pursuant to the Applicable Regulations, as well as a change in Leverage made by the Client through his Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.

8.3 The Company has the right:

(a) To set the leverage on the Client's trading account, 5 (five) hours before market closing before weekends and holidays, at no more than 1:30. This change will affect open transactions as well as the transactions to be opened within the aforementioned time period of 5 (five) hours.

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(b) To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

8.4 The information about leverage changing is in the Personal Area. If the information on the Website contradicts to information in the Personal Area, the priority is the information in the Personal Area.

9. Net Open Position Limit (the "NOPL")

9.1 The NOPL is the limit of lots that can be tradable per each instrument on an account basis while netting the short and long positions.

9.2 The Company reserves the right to apply NOPL at its discretion and at the level determined by consideration of various factors such as: exposure, market volatility, liquidity, etc. The NOPL facilitates the effective management of exposures and risks associated with excessive exposure as well as a measure of protection in case of sudden market shifts.

9.3 The Company applies the NOPL the following asset classes: CFD in Forex, CFD in Commodities, CFD in Indices, CFD In Precious Metals, CFD in Shares, and CFD in Cryptocurrencies.

9.4 Any Client who, either on a single or cumulative basis, approaches the NOPL limit will be informed accordingly via an e-mail notification addressed to their registered e-mail address.

9.5 If placement of an additional order shall the NOPL, such order is rejected, and the relevant notification will be displayed to the Client on the trading platform used. In such a case, the Client may, at their discretion, for example, attempt to open a position with less volume and/or consider reducing the volume currently traded.

9.6 The Client always bears the responsibility to monitor their open positions, margin requirements and NOPL notifications, especially before they place an additional order for execution.

10. Financing Charges

10.1 Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

11. Swaps

11.1 As an alternative to swaps, the Company applies the Swap or Daily Feeon MT5 and OTR Platforms.

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11.2 The Daily Fee /Swap is calculated in USD according to the Contract Specifications found on the Company's Website (https://www.octaeu.com/spreads/).

11.3 The Daily Fee/Swap is charged for every rollover, that is, every night that a trade is held open. The charges are daily at 00:00 am (EET/EEST) through the week, including the weekends.

12. Lots

12.1 The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots, and mini-lots, at its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

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