

DEMO ACCOUNT AGREEMENT

This Demo Account Agreement (hereinafter referred to as the "Agreement") is entered into by and between Octa Markets Cyprus Ltd (hereinafter referred to as "the Company"), a company incorporated in the Republic of Cyprus with registration number HE359992, authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC) as a Cyprus Investment Firm (CIF) with license number 372/18, and the Client (which may be an individual or a legal entity) who has completed the Demo Account Application Form (hereinafter referred to as the "Client").

1. General Provisions

1.1 The Agreement sets out the terms and conditions governing the use of the Demo Account provided by the Company.

1.2 A "Demo Account" refers to a type of account offered by the Company and its partners which allows the Client to use a trading platform and simulate transactions. The Demo Account does not involve real money, actual financial transactions, or the possibility of financial gain or loss. It provides a platform to practice and understand the necessary trading process without any financial risk, as the trade orders and its execution are only simulated.

1.3 The trading conditions, features, and parameters available in a Demo Account may not fully replicate those of a live trading account with the Company. The Company does not guarantee the accuracy, timeliness, or completeness of the market data or other information available via the Demo Account.

1.4 The Demo Account is for educational and training purposes only. It is designed to allow the Client to gain familiarity with the trading platform and practice trading strategies. It is not designed to represent the performance the Client would achieve in a live trading account, and the results of trades executed on the Demo Account are hypothetical and no representation is made that any account will or is likely to achieve actual profits or losses like those achieved in the Demo Account.

1.5 The Client acknowledges that all transactions performed on the Demo Account are virtual and do not involve actual trading in financial instruments. No financial obligation or financial benefit arises from using the Demo Account.

1.6 This Demo Account Agreement forms an integral part of the main Company's Client Agreement. By accepting the terms of this Demo Account Agreement, the Client also affirms acceptance of the main Client Agreement. The acceptance of this Demo Account Agreement implies the binding acceptance of the terms and conditions outlined in the main Client Agreement.

Where provisions are not explicitly covered within this Demo Account Agreement, they shall be governed by the stipulations outlined in the main Client Agreement. This Demo Account Agreement should be read in conjunction with the main Client Agreement. In case of discrepancies or contradictions, the terms of the main Client Agreement always have priority.

2. Opening a Demo Account

Octa Markets Cyprus Ltd is licensed and regulated by the Cyprus Securities and Exchange Commission (CySEC), with License Number 372/18

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

2.1 The Client can initiate the process to open a Demo Account by applying via the Company's online platform (the "Demo Account Application Form"). This comprehensive process entails providing relevant personal information and consenting to the governing terms of the Demo Account Agreement.

Additionally, by initiating this process, the Client acknowledges and accepts the Privacy Policy, the Client Agreement, the Terms of Service, the Terms of Business, the Risk Disclosure Statement, and any other

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pertinent policies implemented by the Company. The Client's agreement to these terms and policies is integral to the successful application of a Demo Account.

2.2 The Company reserves the right to decline any application for a Demo Account at its discretion.

2.3 The Demo Account will remain active for a period determined by the Company unless the Client requests its closure or violates any of the terms and conditions applicable to the use of the Demo Account.

3. Use of Demo Accounts

3.1 The Demo Accounts are strictly for educational and training purposes. Any trading activity within the Demo Account does not reflect real investment outcomes or the potential outcomes of actual trading scenarios.

3.2 The Client acknowledges that the Company provides no guarantee of the same performance between a Demo Account and a real Trading Account due to potential discrepancies in market conditions, execution, pricing, and other factors.

3.3 The Client accepts that the Company bears no responsibility for any losses, financial or otherwise, resulting from the Client's use of the Demo Account.

3.4 The Client agrees not to distribute, disseminate, sell or otherwise use the data from the Demo Account for any commercial purposes without the explicit written permission of the Company.

3.5 The Company offers the Demo Account services to the Client without any charge. The Company reserves the right, at its sole discretion, to introduce any fees in the future for the use of the Demo Account. Any such changes will be communicated to the Client with reasonable notice, in accordance with the communication provisions in this Agreement.

4. Termination of Demo Accounts

4.1 The Company may, at its sole discretion, at any time and without notice terminate a Client's Demo Account for any reason, including but not limited to, misuse of the Demo Account, breach of the Demo Account terms and conditions, and prolonged inactivity.

4.2 Upon termination of a Demo Account, all virtual funds, open positions, and historical data within the Demo Account will be deleted and cannot be recovered.

4.3 If the Client wishes to terminate their Demo Account, they must send a written request to the Company. Upon receipt of the request, the Company will deactivate the Demo Account within a reasonable timeframe.

4.4 The termination of the Demo Account does not affect the existence or validity of the main Client Agreement.

5. Changes to Demo Account Policy

5.1 The Company reserves the right to modify or update the terms and conditions relating to Demo

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Accounts at its discretion. Changes will be posted on the Company's website, and it is the Client's responsibility to accept a new Demo Account agreement version before trading on the Demo Account platform.

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5.2 It is important to note that the Company will notify Clients of these changes and will ask to accept them before using the Demo Account trading platform.

6.1 Liability

6.1 The Client acknowledges and agrees that in no event shall the Company, its directors, officers, employees, or agents be held responsible or liable for any form of loss, damage, claim, or incurred expense, including legal costs, arising from or related to the Client's use of the Demo Account. This encompasses, but is not limited to, any direct, indirect, incidental, special, or consequential damages or losses, even if the Company has been advised of the possibility of such damage.

6.2 The Company its directors, officers, employees, or agents shall not be liable for any disruption, delay, failure or malfunction of the Demo Account, and any resultant loss or failure to transmit, receive or execute instructions, due to circumstances beyond its reasonable control.

6.3 Under no circumstances will the Company be liable for any consequential, incidental, special or indirect losses or other damages, such as any damage to the Client's computer or telephone service resulting from the Client's use of the Demo Account.

7. Data Protection

7.1 The Company will process the personal data provided by the Client in accordance with the Company's Privacy Policy. By using the Demo Account, the Client consents to such processing and warrants that all data provided by them is accurate.

7.2 The Company will use the Client's personal data to manage the Client's use of the Demo Account, to improve the Company's services, and for other purposes specified in the Company's Privacy Policy and the main Client Agreement.

7.3 The Company may record and store all communications with the Client, including telephone conversations, electronic messages, and face-to-face meetings. These records will be the Company's property and may be used as evidence in any dispute or anticipated dispute between the Company and the Client.

8. Services

8.1 Subject to the Client's obligations under the Demo Account Agreement being fulfilled, the Company shall offer the following services to the Client:

- a. Access to a simulated trading platform: This allows the Client to conduct virtual trades, observe market behavior, and gain experience with trading mechanics without any financial risk. The range and type of simulated trading instruments made available by the Company on the simulated trading platform may vary at the Company's discretion. The Company reserves the right to add, remove, or modify the trading instruments available on the simulated platform without prior notification.

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b. Access to market data and trading resources: The Client will have access to simulated market data and various trading resources, such as charts, indicators, and analytical tools. It is important to note that while this data aims to mirror live market conditions, it may not fully reflect the real-time market environment due to the inherent limitations of the simulation.

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c. Training and educational resources: The Company provides various educational materials and resources to help the Client understand trading concepts and strategies.

8.2 The Client understands that in the context of a Demo Account, Client will not be entitled to own any simulated underlying asset instrument. No physical delivery of any simulated underlying asset shall occur.

8.3 The Company is the only execution venue in relation to the Client's trading activity under the Demo Account Agreement. Although the Company can simulate the transmission of the Client's orders for execution, the Company is the sole counterparty to the Client's simulated trading activity and no actual execution of orders is made.

8.4 The Client may use the simulated trading platform during the normal trading hours of the Company as specified on the Company's Website.

8.5 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.

9. Advice and Provision of Information

9.1 The Company will not advise the Client about the merits of a particular simulated 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.

9.2 The Company will not be under any duty to provide the Client with any legal, tax, financial, or other advice relating to any transaction.

9.3 The Company may, from time to time and at its sole discretion, provide the Client with information, recommendations, news, market commentary or other information but not as a service. Where it does so, the Client accepts that the information is provided to enable them to make their own investment decisions and does not amount to investment advice.

9.4 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.

10. Governing Law and Jurisdiction

10.1 The Demo Account and the terms and conditions contained herein are governed by and interpreted in accordance with the laws of the Republic of Cyprus.

10.2 Any dispute arising out of or in connection with the Demo Account shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

11. Miscellaneous

11.1 The Client may not assign or otherwise transfer any of their rights or obligations under these terms and conditions without the prior written consent of the Company. Conversely, the Company retains the right, at its sole discretion, to assign or transfer any of its rights or obligations under this Agreement at

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any given time. Such action may be undertaken without the requirement of obtaining prior consent from, or giving prior notice to, the Client. The Client hereby acknowledges and consents to this provision.

11.2 If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as

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reflected in the provision, and the other provisions of the terms and conditions remain in full force and effect.

11.3 No waiver of any of these terms and conditions will be of any force or effect unless made in writing and signed by a duly authorized officer of the Company.

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

11.5 For all matters not specifically covered under the Demo Account Agreement, the parties shall refer to and be governed by the terms and conditions set out in the main Client Agreement.

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