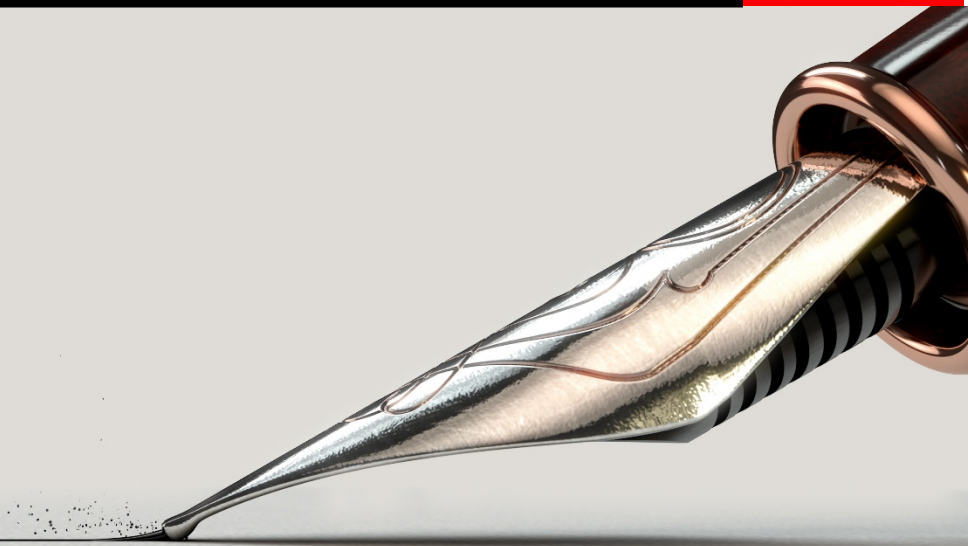




Customer Agreement



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TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 FXDD's services are provided by Triton Capital Markets Ltd. (operating under the trading name FXDD), which is a regulated Investment firm incorporated in Malta and having company registration number C48817 and regulated by the Malta Financial Services Authority (MFSA) under investment services license IS\48817. This is an agreement between FXDD and you as a Customer. In these Terms and Conditions, Triton Capital Services Ltd. is referred to as "FXDD" or "we". The term "you" or "Customer" refers to any physical or legal person, including, without limitation, a body corporate, trust or partnership that is associated with the opening of the Customer's Account with FXDD and outline the terms and conditions that apply to the opening and operation of a trading account with FXDD.
- 1.2 THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING CONTRACT. PLEASE READ ALL OF THE MATERIAL CAREFULLY BEFORE YOU SIGN THE APPLICATION. FXDD strongly encourages you to review these Terms and Conditions carefully. If you have questions, please call and we will review the material with you. IF YOU HAVE ANY OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE OUR ONLINE CUSTOMER PORTAL FACILITY IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 The Distance Marketing of Consumer Financial Services Law N.242(I)/204, which implements EU Directive 2002/64/EC, does not require the Terms and Conditions to be physically signed by either the Customer or the Company in order for both of the Parties to be legally bound by it. The Terms and Conditions shall apply to the initial as well as to any subsequent activity entered into between FXDD and the Customer.
- 2.2 By (a) downloading, completing and/or submitting the Application, Customer is expressly acknowledging and agreeing to the Terms and Conditions and that the Terms and Conditions shall govern the Account at FXDD and all transactions placed through this Account with FXDD.
- 2.3 Furthermore, by agreeing to the Terms and Conditions, Customer hereby agrees to communications being made and to the delivery of these Terms and Conditions via electronic media to the extent permissible by Applicable Law and Regulations.
- 2.4 Should the Customer or potential Customer elect not to provide all sufficient information as requested by FXDD, such decision shall prevent FXDD from determining whether the service contemplated in this Agreement is appropriate for the Customer and thus FXDD would not be in a position to open an Account for the prospective Customer.
- 2.5 A copy of these Terms and Conditions may be downloaded and a copy should be retained by the Customer.

3. DEFINITIONS AND COMMON TRADING TERMS

Each capitalized term not defined in this Customer Agreement has the meaning given to it in the Glossary of Terms found on our website www.fxdd.com.mt. Customers should read and be familiar with the Glossary of Terms

4. SCOPE OF THESE TERMS AND CONDITIONS

- 4.1 All Transactions and all Contracts entered into between FXDD and the Customer, shall be governed by these Terms and Conditions which include the Schedules and the Risk Disclosures (“General Terms and Conditions”) of FXDD. Additionally, all transactions under these Terms and Conditions shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counterparty institution or other Interbank Market (and its clearing organization, if any) where such transactions are executed and to all applicable laws and regulations. If any law shall hereafter be enacted or a rule or regulation shall hereafter be adopted which shall be binding and mandatory upon FXDD and shall affect it in any manner or be inconsistent with any of the provisions hereof, the affected provision of these Terms and Conditions shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of these Terms and Conditions and provisions so modified shall in all respects continue in full force and effect. Customer acknowledges that all transactions under these Terms and Conditions are subject to the aforementioned requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.
- 4.2 Any proposals for, additions to, or modifications of these Terms and Conditions, absent written agreement by an authorised person employed by FXDD expressly accepting such proposals, additions or modifications, are void and shall have no effect.
- 4.3 These Terms and Conditions refer and extend to a potential relationship between the Customer and FXDD in Products offered on the FXDD Platform/s as is commonly dealt in the international Interbank Market, and all other provisions of this Agreement notwithstanding, the Customer agrees, understands and warrants that the dealing relationship between the Customer and FXDD hereunder shall be limited to the services and instruments covered by the Licence.
- 4.4 Customer accepts and agrees that Customer’s Orders are to be executed outside an exchange, regulated market or multilateral trading facility (MTF).
- 4.5 Subject to the terms and conditions of these Terms and Conditions, the full completion of the Application and acceptance of Customer’s Application to open an Account with FXDD, FXDD will open and maintain account(s) in Customer’s name for the purpose of engaging in cash settled transactions with and for Customer for the Products.

5. RISK ACKNOWLEDGEMENTS

- 5.1 CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT TRADING AND INVESTMENT IN THE PRODUCTS IS HIGHLY SPECULATIVE, INVOLVES AN EXTREME DEGREE OF RISK, AND IS GENERALLY APPROPRIATE ONLY FOR PERSONS WHO CAN ASSUME RISK OF LOSS IN EXCESS OF THEIR MARGIN DEPOSIT. Customer understands that price changes in may result in significant losses. Such losses may substantially exceed Customer’s investment and margin deposit. By Customer directing FXDD to enter into any contract for any of the Products, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such Currency will be entirely for the Customer’s account and risk, all initial and subsequent deposits for margin purposes shall be made in such amounts as FXDD may in its sole discretion require; and FXDD is authorised to convert funds in Customer’s account for margin into and from such foreign currency at a rate of exchange determined by FXDD in its sole discretion on the basis of the then prevailing money market rates. FXDD will send a notice to the Customer via e-mail confirming execution of the order as soon as possible and no later than the first business day following execution or, where the confirmation is received by the FXDD from a third party, no later than the first business day following receipt of the confirmation from the third party.
- 5.2 Customer warrants that the s/he is willing and able, financially and otherwise, to assume the risk of the Product that the Customer is trading with FXDD. In consideration of FXDD carrying his/her account(s), Customer agrees not to hold FXDD responsible for losses incurred through following any recommendations of any of its officers, employees, agents or representatives. Customer recognises that

guarantees of profit or freedom from loss cannot be given and it is impossible to predict performance in trading the OTC Products. Customer acknowledges that Customer has received no such guarantees from FXDD or from any of its representatives or other person/entity with whom Customer is conducting his/her FXDD Account and has not entered into these General Terms and Conditions in consideration of or in reliance upon any such guarantees or similar representations.

- 5.3 All transactions effected for Customer's Accounts and all fluctuations in the market prices of the Contracts carried in Customer's Accounts are at Customer's risk, and Customer shall be solely liable therefore under all circumstances. Customer represents and warrants that Customer is willing and financially able to sustain such losses, and that the trading of the Products is a suitable investment vehicle for the Customer. FXDD is not responsible and liable for delays or partial or total failures in any online (electronic) Trading Platforms or any communications facility or other causes beyond FXDD's reasonable direct control. Customer represents that he/she/it is aware of the risks inherent in the trading of Products and is financially able to bear such risks and withstand any losses incurred.
- 5.4 The risks of trading the Products is further explained in the FXDD Risk Disclosure Statement and FXDD Additional Risk Disclosure Statement (if applicable).

6. CUSTOMER'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

- 6.1 As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which any FXDD Terms and Conditions are revised, updated or amended, Customer represents and warrants the following to FXDD and agrees to the following for the benefit of FXDD:
- a. Customer is of sound mind, legal age (18 years) and legal competence.
 - b. Customer (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization.
 - c. Acceptance of these Terms and Conditions and other transactions contemplated hereunder and performance of all obligations contemplated under these Terms and Conditions and all Contracts and other transactions contemplated hereunder have been duly authorized by Customer.
 - d. Acceptance of these Terms and Conditions and other transactions contemplated hereunder and performance of all obligations contemplated under these Terms and Conditions and all Contracts and other transactions contemplated hereunder will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.
 - e. Customer has full beneficial ownership of Customer's Account. Customer has not granted and will not grant a security interest in Customer's Account with FXDD (other than the security interest granted to FXDD hereunder) to any person without FXDD's prior written consent. Customer has full beneficial ownership of any margin and will not grant any security interest in any margin to any person (other than the security interest granted to FXDD hereunder) without prior written consent of FXDD.
 - f. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as FXDD, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favour of FXDD or to protect FXDD's interests with respect to any margin;
 - g. Customer has read and understands these Terms and Conditions. Customer will review FXDD Terms and Conditions each time they are amended. Customer will not affect any opening transaction in Customer's Account unless Customer understands FXDD Terms and Conditions, and Customer agrees that in effecting any opening transaction it is deemed to represent that Customer has read and understands FXDD's revised risk disclosures as in effect at the time of such opening transaction;
 - h. All information provided by Customer to FXDD, including information regarding Customer's trading experience, expertise and knowledge, is true, correct and complete, and Customer will notify FXDD in writing promptly of any changes in such information;
 - i. Customer confirms that, when applicable, it has conduct simulated trading using FXDD's Demo Trading Platform or such other platform as FXDD has made available for a period that has allowed the Customer to develop a full understanding of the FXDD Online Platform.
 - j. Customer represents and warrants that the financial information disclosed to FXDD in the

Application and/or any subsequent request for information by FXDD, is an accurate representation of the Customer's current financial condition. The Customer represents and warrants that in determining the Customer's net worth, assets and liabilities were carefully calculated then liabilities were subtracted from assets to determine the value that the Customer has included in the financial information as net worth. The Customer represents and warrants that in determining the value of assets, the Customer included cash and/or cash equivalents, government and marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable assets. The Customer represents and warrants that in determining the value of liabilities, the customer included, without limitation, notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. The Customer represents and warrants that in determining the Customer's liquid assets the Customer included only those Assets that can be quickly (within one day's time) converted to Cash. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital. The Customer recognises that risk capital is the amount of money the Customer is willing to put at risk and if lost would not, in any way, change the Customer's or his family's lifestyle. The Customer agrees to immediately inform FXDD in writing if the Customer's financial condition changes in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

- k. Under the sanctions provided for at law, Customer certifies that: (1) the number provided in the Application is the correct Taxpayer Identification Number ("TIN"); and (2) the country of tax residence is the correct and current jurisdiction in which the Customer pay its tax.
 - l. Customer acknowledges that it is Customer's obligation to immediately notify FXDD in writing if there is a change in Customer's details provided in the Application including inter alia the electronic mail address, telephone contacts and change in residential address.
 - m. Customer is in compliance with all laws to which Customer is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
 - n. FXDD is not responsible for advising Customer on any taxation liabilities whatsoever that may arise directly or indirectly in relation to the Contracts and/or the services provided by FXDD under this Agreement.
- 6.2 Each person executing and delivering this Customer Agreement and all Contracts and other transactions contemplated hereunder on behalf of Customer or performing any obligations contemplated under this Customer Agreement and any Contract and other transaction contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so.
- 6.3 By using the Online Platform, you represent, warrant, covenant and declare that all the funds that you use and invest on our services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that could be considered unlawful by any authority. In the event that we may become suspicious that you may be engaging or have engaged in such fraudulent, unlawful or improper activity, including without limitation, money laundering activities or conduct otherwise in violation of these Terms and Conditions, your access to our Online Platform may be terminated immediately and/or your Account may be blocked. If your Account is terminated or blocked in such circumstances, we are under no obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In addition to terminating your access to our Online Platform and/or blocking your Account, we reserve the right to prevent you from accessing any of our websites or servers, or accessing any other services offered by us. We shall be entitled to inform the relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with us to investigate any such activity.

7. REGULATORY STATUS

- 7.1 FXDD provides execution only services. This means that you will be responsible for all investment decisions and actions with respect to the trades that you enter into. This includes, but is not limited to, opening, closing, or not opening or closing, a transaction. The capacities that we trade in on your behalf,

including whether as principal or as agent, are set on in the Schedule(s) that apply to the Services that you use.

- 7.2 You may be trading a complex product, for example CFDs, when you use our Trading Services. Before you trade in a complex product, we are required to assess whether the product is appropriate for you (the "Appropriateness Assessment"). We do this by obtaining from you information about your investment knowledge and experience in trading such products, and assessing that information during onboarding. If we consider that the complex product is inappropriate for you, or if you do not provide us with the required information to conduct the Appropriateness Assessment, we may not allow you to trade in such instruments or we will provide you with a warning in relating to the trading of such instruments.
- 7.3 In accordance with the relevant provisions of the Investment Services Rules for Investment Services Providers issued by the MFSA and the European Directive 2014/65/EU of 15 May 2014, Markets in Financial Instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MiFID II), the Markets in Financial Instruments Regulation 600/2014/EU (MIFIR) and any secondary legislation issued thereunder, FXDD customers shall be categorised/classified in three (3) categories intended to reflect both customer'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, in order to adopt protective measures to the particularities of each category of investor. In compliance with such requirements imposed under MiFID II, we categorise/classify our clients in the following three (3) categories:
- (i) Eligible Counterparty(ies) ("ECPs")
 - (ii) Professional Customers
 - (iii) Retail Customers
- 7.4 All retail customers shall be classified as a retail customer at onboarding. You shall have the right to request a different client categorisation (client declaration) and this to increase or decrease the level of regulatory protection afforded by sending a request in writing to support@fxdd.com. You will be requested to complete a form and provide documentation to support the information. The Compliance department will review the form and confirm whether you may be classified as a professional customer. Once you are classified as a professional customer you will lose all rights afforded to retail customers under MIFID II. Any such categorization/classification will be valid and will apply to all Accounts held by the Customer with us.
- 7.5 Where a Customer requests a different categorisation, the Customer needs to meet certain specified quantitative and qualitative criteria. Retail Clients can request re-categorisation as Professional Clients, subject to meeting the qualitative and quantitative tests. Before re-categorising a Retail Client as a Professional Client, the Customer's expertise, knowledge and experience is to be assessed to determine if the Customer is capable of making his own investment decisions and understanding the risks involved (the 'qualitative test').
- 7.6 An elective Professional Client (a Retail Client who has opted to be a Professional Client) cannot be treated as an Eligible Counterparty.
- 7.7 A Professional Client is entitled to request re-categorisation as a Retail Client to benefit from greater investor protection provisions, or can, either at its own request or on the initiative of FXDD, be re-categorised as an eligible counterparty. In the latter case, FXDD can only re-categorise the client as an eligible counterparty to carry on business for which it has been assessed as a professional client. Similarly, an Eligible Counterparty is entitled to request re-categorisation as a Retail Client to benefit from greater investor protection provisions or a Professional to client to waive some of the protections provided.
- 7.8 If the required criteria under this Article are not met, FXDD reserves the right to refuse to provide services under the requested categorisation.
- 7.9 Should FXDD become aware that the Customer no longer fulfils the initial conditions which made him eligible to be categorised as a Professional Client, FXDD shall take appropriate action and re-categorise the Customer accordingly, also informing the Customer of such change in categorisation.

- 7.10 If Customer is classified as a Professional Client or as an Eligible Counterparty, FXDD shall assume that the Customer possesses:
- (i) The necessary level of experience and knowledge for the purpose of evaluating the suitability of particular instruments and/or services to meet Customer's investment objectives;
 - (ii) The necessary level of experience and knowledge for the purpose of understanding the risks involved in relation to those particular instruments and/or services; and the ability to financially bear any related investment risks consistent with the Customer's investment objectives.

8. INVESTOR COMPENSATION SCHEME

- 8.1 FXDD is a member of the Investor Compensation Scheme in terms of the Investor Compensation Scheme Regulations, L.N 368 of 2003 as amending, implementing EU Directive 97/9 on investor-compensation schemes. The objective of the fund is to secure the claims of the customers of regulated Investment Firms against members of the fund through payment of compensation in cases where the investment firm is unable to pay claims against it. In general, this is when the licensed firm stops trading or becomes insolvent.
- 8.2 Compensation from the Investor Compensation Scheme can be claimed only customers that are classified as Retail Customers and no claims may be made inter alia on the basis of the following:
- (i) Market movements resulting in a decrease in the value of an investment;
 - (ii) Poor investment advice;
 - (iii) A failed investment that had been duly executed;
 - (iv) A failure of a collective investment scheme;
 - (v) Inflation; and
 - (vi) A decrease in interest rates.
- 8.3 For further information on the Investor Compensation Scheme, the Customer should visit: www.compensationschemes.org.mt.
- 8.4 If the Customer is classified either as a Professional Client or as an Eligible Counterparty, Customer should be aware that Customer will not be entitled to certain protection afforded to Retail Clients, or Professional Clients (respectively) including inter alia the Investor Compensation Scheme and the disclosure of particular information in the course of Customer's dealings with FXDD.
- 8.5 FXDD may be required to make certain Customer-related information available for inspection by the MFSA, its officials and representatives from time to time, in fulfilment of its regulatory obligations.

9. IDENTIFICATION

- 9.1 We are obliged at law to confirm and verify the identity of each person who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable anti-money laundering legislation, you will be prompted to provide us inter alia with the following information when you register with us: (a) name (b) address/residency and documents to prove your current residence (c) date of birth (d) country of birth (d) nationality (e) TIN (d) source of wealth and source of funds information (e) contact information (g) copies of identification documents in accordance with regulatory requirements (h) any other information as required by applicable law and regulations including but not limited to the Common Reporting Standard, FATCA/QI regime and MifID II.
- 9.2 Furthermore, any Customer of FXDD may be asked to comply with special requests as required by any applicable governmental or regulatory agency or any other similar authority having jurisdiction thereof. In addition, FXDD may be required to provide to an applicable governmental or regulatory agency information regarding a Customer's Account(s). Failure by the Customer to respond to such inquiries may result in immediate prohibition of the trading in the Customer's Account(s) with the exception of

offsetting trades to existing open positions. FXDD also reserves the right to liquidate open positions at the request of any governmental, regulatory or similar agency and perform other duties as instructed by such agencies.

- 9.3 Upon the death of an Account owner and if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extent that there is any, such legal heirs should present to us with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

10. ACCURATE DATA

- 10.1 Customer must provide us with true and complete information to us at all times, including but not limited to, the information/documentation that you provided to open the Account.
- 10.2 Customer undertakes to advise the Company promptly of any change in circumstances which causes the information provided during the Account opening process to become incorrect and to provide the Company with updated information within 30 days of such change in circumstances. If you fail to comply with these obligation or refuse to provide requested documentation, the Company retains the right to deactivate, or even close, accounts that you have with FXDD.
- 10.3 Customer hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information is Customer's immediate breach of these Terms and Conditions. As such, FXDD reserves the right to suspend and/or terminate your Account promptly and to suspect and/or prevent Customer from accessing and/or using the Online Platform without prejudice to any other rights and/or remedies FXDD may have under and/or pursuant to this Agreement.
- 10.4 From time to time Customer may be requested to provide FXDD with certain documents to verify the details of the credit/debit card used by Customer to deposit funds to the Account. Subject to our satisfaction from such documentation checks, you may or may not be permitted to deposit further funds by recurring credit card or other means of payment.
- 10.5 FXDD reserves the right to communicate with Customer by telephone, email, posts, newsletters issued by us and/or any other means of communication, whether such communication is personally addressed to Customer or generally addressed to all our clients or posted on our Customer Portal. By accepting these Terms and Conditions, Customer acknowledges and confirms, without prejudice to any other Terms of these Terms and Conditions, that all such means of communication on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by Customer and/or any transaction so executed shall be deemed final and binding on Customer's part.
- 10.6 By opening an Account with us, Customer will be subject to, and Customer hereby expressly agrees to abide by, all of our rules, policies and operating procedures that govern Customer's activities on our Online Platform. We reserve the right to refuse and/or decline our Services to any person and to close the Account of any person, at any time, at our sole discretion, and for any reason, without being obliged to provide any explanation or justification. All data relating to persons who open an Account with us will remain our sole and exclusive property and by entering into these Terms and Conditions Customer acquire no right to any such information expressly as stated herein or as provided for by applicable law.

11. CUSTOMERS' MONIES

- 11.1 When a Customer deposits money with FXDD this will generally be segregated from FXDD's money in accordance with applicable MFSA rules and regulations on protection of Customers' money, except when such money is held by FXDD in respect of committed margin requirements. Customer acknowledges that the holding of money in a segregated Customer Account may not provide complete protection. FXDD will take the necessary steps to ensure that any Customer's money deposited with a third party is identifiable from that belonging to FXDD, that belonging to other Customers and that belonging to that third party by

means of differently titled Accounts on the books of the third party or other equivalent measures that achieve the same level of protection.

- 11.2 All Customer monies will be held in a Clients' Account held with an authorized credit institution situated in the EU/EEA, Switzerland or the United States. The Customer's rights may be affected, or even prejudiced, depending on the jurisdiction in which such Customers' monies are held.
- 11.3 Customer acknowledges and agrees that no interest shall accrue in favour of Customer on any deposit/s and/or any other asset/s that Customer may hold with FXDD.
- 11.4 When a Customer undertakes one or more Contract/s with FXDD at any particular time, any Customer's money held by FXDD will be transferred to FXDD to secure Customer's actual margin obligations towards FXDD as counter-party in respect of such Contract/s, at which stage and for the duration of any pending Contract/s that the particular Customer may have with FXDD such money will not be segregated from FXDD's money and the particular Customer will rank as a general creditor of FXDD.
- 11.5 The Customer accepts and hereby authorises FXDD to effect withdrawals from the Customer's Account with FXDD as may be required in order to settle any charges and/or fees that may become due by the Customer to FXDD from time to time, including but not limited to inactivity fees.

12. CUSTODY

- 12.1 Customer instructs FXDD to hold any Security bought on Customers behalf until we receive further instruction from the Customer to sell. FXDD will act as custodian and will hold Instruments on your behalf in accordance with Applicable Law.
- 12.2 FXDD may, subject to any applicable regulations, appoint any other person as a sub-custodian or otherwise to hold Securities, including documents of title or certificates evidencing title to such Securities. FXDD will exercise reasonable skill and care in the selection, appointment and periodic review of sub-custodians but we are not liable for their acts, omissions, insolvency or dissolution. Any discrepancy in terms of client assets and any resulting shortfall will be dealt with in accordance with any applicable regulations. Detailed records of all your Securities held by us will be kept at all times to show that your Securities are held on your behalf, for your benefit and do not belong to us or any sub-custodian.
- 12.3 Customers Securities will be registered in the same name as those of other clients (pooled together with other clients' Instruments in an omnibus co-mingled custody account, like with like). If we or our third-party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients. In addition, in the event of an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.
- 12.4 Customer authorizes FXDD and any sub-custodian to hold or transfer Securities (or entitlements to them) to a securities depository, clearing or settlement system. Securities that cannot be settled through a central securities depository system may be held overseas by a third-party (including custodian, sub-custodian, registrar, bank, intermediate broker, or settlement agent) in the name of FXDD or a third-party nominee. Details of the name that a Security is registered in are available on request.
- 12.5 Customer agrees that because of the nature of applicable laws or market practices in certain jurisdictions, FXDD may decide that it is in CUSTOMERS best interest for the Securities held with us to be registered or recorded in our name or in the name of the person who is a custodian, and if it is not feasible for us to do this, then:
 - (i) Customer's Securities may be registered or recorded in the name of FXDD or custodian as the case may be;
 - (ii) Customer's Securities may not be segregated and separately identifiable from the investments of the firm or custodian in whose name your Securities are registered; and

- (iii) As a consequence, in the event of a failure, Customer's Securities may not be as well protected from claims made on behalf of our general creditors. Customer should note that when we arrange for a third-party to hold your Instruments overseas there may be different settlement, legal and regulatory requirements than those applied in Malta.
- 12.6 Customer shall remain the beneficial owner of the Securities and money that we hold on your behalf and agree that you will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Securities and money held on your account with us.
- 12.7 Customer will not be entitled to any interest in respect of Securities and/or money held by us as custodian and any interest will be retained by us.
- 12.8 FXDD may be required to give Customer details (including your email address) and details of your shareholding to the companies' registrars.
- 12.9 In the event that FXDD has not received instructions from Customer in relation to any of the Securities held in your account (e.g. to purchase, sell or move the assets) for a period of at least twelve years (notwithstanding any receipts of dividends or interest or similar items and irrespective of any movement of your account balance) and we are unable to trace the Customer despite having taken reasonable steps to do so, you agree that we may cease to treat your assets as client assets.
- 12.10 FXDD will maintain true, complete and accurate records relating to the liquid funds and Securities held by it for each Customer. FXDD will take reasonable care in the selection and ongoing supervision of the bank and depositary with which the liquid funds and securities are deposited, but will not be liable for the acts or omissions of the bank or depositary. Customer assets may be at risk if the bank or depositary becomes insolvent. If any of the liquid funds or securities held for you by FXDD are properly passed to the account of a third party in connection with a transaction or in order to meet margin obligations, the funds or securities may be at risk if the third party becomes insolvent. Since your liquid funds and securities will be pooled by the bank or depositary with liquid funds and securities belonging to other Customers, you will not have a legal claim against a specific sum of money or a specific security. Instead, any claim will be against the pool in general. If there is an irreconcilable shortfall in the pool of liquid funds or Securities following a default by the bank or depositary (for example, if it becomes insolvent), you may not receive your full entitlement to the liquid funds or Securities. If so, you will share in the shortfall pro rata. Pooling of securities may also result in your allocation in a share issue being less than it would otherwise have been, if the share issue's allocation policy is designed to favour small investors and under the policy you are not considered qualify as a small investor. The laws of some territories outside Malta may not recognize the legal concept of a "client account". If FXDD becomes insolvent and any of your liquid funds or Securities are held in the name of FXDD by a bank or depositary in such a territory, those funds or Securities will therefore be available to FXDD's creditors generally and so may be at risk. If your liquid funds or Securities are held by a bank or depositary outside the EEA, the applicable legal and regulatory regime may differ from that of the EEA. Your rights may differ accordingly, particularly if the bank or depositary defaults.

13. TRADING

- 13.1 *Authorisation to trade for Customer's Account* - Subject to the terms of the FXDD Terms and Conditions, the Customer Account Application and any applicable Addenda thereto, the Customer authorizes FXDD to enter, purchase, sell, and clear the Products [on a non-deliverable basis] for the Customer's Account in accordance with Customer's electronic instructions received through the Online Platform made available to Customer by FXDD or via telephone directly to the FXDD trade execution desk, or via any other communicative means available that has been approved by FXDD for Customer's use.
- 13.2 The Customer agrees to be responsible for any transaction instruction received by FXDD either electronically via an FXDD's Online Platform or orally via the telephone or via any other communicative means available that has been approved by FXDD for Customer's use. All telephone calls will be recorded. Before executing a transaction, FXDD will require the Customer at least to provide user name and

password authorisation, electronically via a login procedure or if contacted via the telephone, orally via an identification procedure. Correct information will authenticate the Customer and allow the Customer to conduct transactions in the authorized FXDD Account for that authentication. If Customer's Account is a joint account, FXDD is authorized to act on the instructions of any one owner without further inquiry, with regard to trading in the Account and/or the disposition of any and all assets in the Account. FXDD shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by FXDD or any of its employees, officers or agents in reliance on any such instructions or on the apparent authority of any such authorised person(s).

- 13.3 Pricing Information - FXDD will make available, by posting on the FXDD Online Platform or such other platform as FXDD shall make available, by telephoning the FXDD dealing execution desk, or by any other communicative means available to FXDD and its Customers, Bid and Ask prices at which FXDD is prepared to enter into with authorized Customers. Each Bid or Ask Price shall be for any of the Products including those with a specified Value Date as the case may be. FXDD makes no warranty expressed or implied that Bid and Ask Prices shown represent prevailing bid and ask prices in the interbank market. In addition, although FXDD reasonably expects to make available continuous prices during business hours, because of a number of factors including but not limited to technology failures, communication system delays lack of interbank liquidity or high market volatility, FXDD makes no warranties that dealing prices and liquidity will be available continuously to Customers either electronically or via the telephone or by means of any other communication device.
- 13.4 Execution of Orders of OTC Traded Instruments - All contracts on OTC Traded Instruments made and entered into between Customer and FXDD hereunder will be entered into by FXDD as Principal. FXDD will reasonably attempt to execute all Orders that it may, in its sole discretion, accept from Customer for the purchase or sale of Contracts in accordance with the Customer's electronic, written or typed, or oral instructions. However, FXDD shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the reasonable direct control of FXDD, including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of Orders and/or information due to a breakdown or fault in or failure of any transmission or communication facilities.

Customer acknowledges, understands and agrees that all Market Orders and non-Market Orders such as Limit Orders, Stop-Loss Orders, One Cancels the Other Orders, or any other non-Market Order transmitted and accepted by an FXDD representative, are accepted by FXDD and undertaken in accordance with the relevant provisions of the Trading Rules and Regulations, as amended from time to time. The Customer acknowledges, however, that due to market conditions or other circumstances, FXDD may be unable to execute the Order at the Market or specified level and the Customer agrees that FXDD will bear no liability for failure to execute such orders. This includes but is not limited to all Orders that are entered over a weekend or holiday period when FXDD is closed for business. In such circumstances, orders will be executed once the market is reopened on the next FXDD business day. Customer acknowledges that execution may not be immediate or at the price dictated by the opening level due to imbalances in Orders, market conditions, market liquidity, price gaps or other circumstances. FXDD shall have no responsibility for delays in the transmission of Orders due to disruption, market conditions, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity as a result of its negligence.

- 13.5 Execution of Orders of the Exchange Traded Products – FXDD offers reception, transmission and execution services to you in relation to transactions in respect of the Exchange Traded Products that are available for trading from time to time via our Online Trading Platform and such additional services as we may agree from time to time in writing.
- 13.6 Positions and Orders Limitations - FXDD reserves the sole discretionary right to limit the number of Open Positions which Customer may enter, acquire or maintain with FXDD; to refuse acceptance of any Order entered by Customer or to alter its dealing relationship with the Customer to include or exclude use of any electronic trading network or other trade execution method in any manner and to any extent.

- 13.7 Netting - For its FX product offering, it is FXDD's policy to immediately net (aggregate) all purchases and sales, including open Buy positions as well as open Sell positions for the same currency pair. Any resulting single aggregate position for the currency pair, if not liquidated by the end of the particular FXDD business day, is rolled forward to the next Spot Date.
- 13.8 Offset Instructions - For its FX product offering, FXDD in its sole and absolute discretion may accept or reject orders to offset current Spot currency positions of Customer. FXDD reserves the right to refuse to accept any order or to guarantee a market in which to offset. Offset arrangements on Spot currency positions arriving at settlement date must be negotiated and accepted by FXDD at least one (1) FXDD business day prior to the settlement date or rollover.
- 13.9 Credit - The Customer authorises FXDD or agents acting on behalf of FXDD to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as FXDD shall deem appropriate to verify and obtain information regarding the Customer. The Customer further authorises FXDD to investigate Customer's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, investment service providers, banks and compliance data centres as FXDD shall deem appropriate. Upon a request made in writing by Customer to FXDD, Customer shall be allowed to review any records maintained by FXDD relating to the Customer's credit standing and/or investment activity. Customer shall also be allowed, at Customer's sole cost and expense, to copy such records.
- 13.10 Cross Trade Consent - The Customer hereby acknowledges and agrees that a situation may arise whereby an officer, affiliate, associate, employee, bank, bank employee or dealer associated with FXDD may be the opposing principal broker for a trade entered for the Customer's Account. The Customer hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in any applicable rules and regulations of any bank, institution, exchange or board of trade upon which such or by which such orders are executed, and subject to the limitations and conditions, if any, contained in such applicable rules and regulations.
- 13.11 Consent to Electronic Transmission of Confirmations & Account Statements - Customer hereby consents to have Customer's Account information available on the Internet in lieu of having such information delivered to Customer via mail or email. Customer will be able to access Account information via the FXDD website using Customer's account login information to access the Customer's Portal. FXDD will post all of Customer's Account activity and Customer will be able to generate daily, monthly and yearly reports of Account activity as well as a report of each executed trade. Updated Account information will be available no more than twenty-four (24) hours after any activity takes place on Customer's Account. Posting of Account information on Customer's online Account will be deemed to be delivery of trade confirmations and Account statements. At all times, Account information will include trade confirmations with ticket numbers, purchase and sale rates, used margin, amount available for margin trading, statements of profits and losses, as well as current open or pending positions.
- 13.12 FXDD continuously monitors its executions to protect its liquidity providers from "toxic flow", which can be described as the intentional manipulation of orders by a client with the purpose to profit not from the market opportunities, but from the liquidity providers' execution procedures or by exploiting software technical limitations. In cases where FXDD becomes aware of toxic trading patterns, the Firm reserves the right to alter the execution settings for detected accounts which can significantly affect the execution time and price at its sole discretion without any prior notice should the market or liquidity changes require. Additionally, FXDD reserves the right to reject/cancel orders if they were part of the predatory toxic trading strategy, freeze or close the associated trading and/or Introducer accounts and refuse on part or all payments on such orders at its sole discretion and without prior notice.

14. MARGIN REQUIREMENTS

- 14.1 In order to open a transaction and keep such transaction open, the Customer shall provide to us and maintain with us such amount of money in respect of and as security for your actual and future obligations or liability to us in such amounts and in such forms as we, in our sole discretion, may require ("Margin"). Different instruments may have different Margin requirements as shall be determined by FXDD from time to time.

- 14.2 Margin requirements, including Initial (Opening) Margin and Maintenance Margin requirements, are at FXDD's discretion. FXDD may change Margin requirements at any time. **Customer agrees to maintain sufficient margin in Customer's account without notice from FXDD.** Provided, however, and notwithstanding any demand for additional Margin, FXDD may at any time proceed to liquidate Customer's Account in accordance with Paragraph 15 below. Any failure by FXDD to enforce its rights hereunder shall not be deemed a waiver or future waiver of such rights by FXDD, and the Customer shall impute no liability to FXDD whatsoever for losses resulting from such failure. No previous Margin requirement by FXDD shall preclude FXDD from increasing or decreasing that requirement without prior notice to the Customer. FXDD may call for additional Margin ("Margin Call") at any time Customer's Margin Balance falls below the FXDD Maintenance Margin Level as applied to that Account and at any time FXDD, in its sole discretion, believes that it is prudent to do so. FXDD may at any time liquidate Customer's Account in accordance with Paragraph 15 below. Any Customer funds that represent Excess Margin Deposits shall be maintained in an escrow Account at a top-tier EU/EEA Bank selected by FXDD in its sole discretion. FXDD reserves the right to withdraw or transfer funds from the Customer's Account without notice to ensure that posted Marked-to-Market Margin (defined as Margin plus or minus marked-to-market P/L) equals or exceeds required Margin on Opened Positions and/or to satisfy any payment obligation to FXDD, including fees and charges in respect of Customer's Account. In the event that Customer directs FXDD to sell any Margin, Contract or other property and FXDD is unable to deliver such Margin, Contract or other property to a purchaser because Customer fails to deliver it to FXDD, FXDD may borrow or purchase any Margin, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold FXDD harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that FXDD may sustain.
- 14.3 The Customer accepts that the Online Trading Facility operates with an automated risk monitoring, Margin Call and Stop-out facility designed to monitor the overall utilization of your available margin in support of our prevailing margin and cash funding requirements for the Transactions and/or Contracts customer is entering into via the Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, FXDD will, unless otherwise stated apply initial maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as sated from time to time on our Online Trading Facility

15. LIQUIDATION OF ACCOUNTS AND DEFICIENT BALANCES

- 15.1 In the event of (a) the death or declaration of incompetence of Customer; (b) the filing of an application for bankruptcy, or an application for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's Accounts carried by FXDD; (d) insufficient Margin; (f) Customer's failure to provide FXDD with any information requested pursuant to this Customer Agreement; or (g) any other circumstances or developments that FXDD deems appropriate for its protection; in FXDD's sole discretion it may take one or more or any portion of, the following actions: (1) satisfy any obligation Customer may have towards FXDD, either directly or by way of guaranty of surety, out of any of Customer's funds or property in its custody or control; (2) sell or purchase any or all the instruments or other property held or carried for Customer, and (3) cancel any or all outstanding Orders or Contracts, or any other commitments made on behalf of Customer. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns, and regardless of whether the ownership interest shall be solely that of the Customer or be held jointly with others. Customer shall at all times be liable for the payment of any deficit balance in Customer's Account upon demand by FXDD and, in all cases, Customer shall be liable for any deficiency remaining in Customer's Account in the event of the liquidation thereof in whole or in part by FXDD or by Customer.
- 15.2 In the event that the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to FXDD, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer. Included are all costs of enforcement and collection, such as, but not limited to, actual attorneys' fees, disbursements, travel and other expenses, interest on any such deficit and liabilities at a rate equal to five (5) percentage points above the then prevailing prime rate at FXDD's principal bank or the maximum interest rate allowed by

law, whichever is lower and any other cost incurred by FXDD. In the event FXDD incurs expenses other than those for collection of deficits with respect to Customer's Account, Customer agrees to pay all such expenses in full.

16. ROLLOVERS

For Foreign Currency and Precious Metals Positions, in the absence of an offsetting or closing liquidation trade executed prior to the close of business, FXDD is authorized to rollover all or any portion of the Foreign Currency and Precious Metals Positions in Customer's Account at FXDD's absolute and sole discretion and at Customer's risk to the next settlement spot date. Rollovers will be executed at rates determined by FXDD and at FXDD's absolute and sole discretion. Rollover debits or credits will be reflected in the Customer's Account at a time after the normal close of the business day for FXDD. FXDD reserves the right to change at its absolute and sole discretion, any rollover debits or credits at any time if FXDD, at its absolute and sole discretion, deems that the amount debited or credited was in error.

17. LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES

- 17.1 In the event of (a) the death or declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's Accounts carried by FXDD; (d) insufficient Margin; (e) FXDD's determination that any margin deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (f) Customer's failure to provide FXDD with any information requested pursuant to this Customer Agreement; or (g) any other circumstances or developments that FXDD deems appropriate for its protection; in FXDD's sole discretion it may take one or more or any portion of, the following actions: (1) satisfy any obligation Customer may have towards FXDD, either directly or by way of guaranty of surety, out of any of Customer's funds or property in its custody or control; (2) sell or purchase any or all Foreign Currency and/or Precious Metals Contracts or other property held or carried for Customer, and (3) cancel any or all outstanding Orders or Contracts, or any other commitments made on behalf of Customer. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns, and regardless of whether the ownership interest shall be solely that of the Customer or be held jointly with others. Customer shall at all times be liable for the payment of any deficit balance in Customer's Account upon demand by FXDD and, in all cases, Customer shall be liable for any deficiency remaining in Customer's Account in the event of the liquidation thereof in whole or in part by FXDD or by Customer.
- 17.2 In the event that the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to FXDD, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer. Included are all costs of enforcement and collection, such as, but not limited to, actual attorneys' fees, disbursements, travel and other expenses, interest on any such deficit and liabilities at a rate equal to five (5) percentage points above the then prevailing prime rate at FXDD's principal bank or the maximum interest rate allowed by law, whichever is lower and any other cost incurred by FXDD. In the event by FXDD incurs expenses other than those for collection of deficits with respect to Customer's Account, Customer agrees to pay all such expenses in full.

18. CHARGES AND FEES

- 18.1 In the instances where FXDD is acting the broker, the Customer will be subject to certain fees, commissions and corporate actions that the Customer may be subject to when trading equities. Customer agrees to pay brokerage commissions, charges, foreign exchange dealing commissions on currency conversions, credit card processing fees and other fees promptly as set forth in the FXDD Fee Page (<http://www.fxdd.com/en/customer-service/fees/>) (the "Fee Page") as applicable to your account and the transactions and services you receive. Customer also agrees to pay all applicable country, federal, state and local taxes. Customers authorize FXDD automatically to debit your account for any such

commissions, charges, fees and taxes. FXDD may modify the fee schedule at any time at its sole discretion after notifying the Customer beforehand through the Fee Page.

- 18.2 Additional charges may also be incurred by the Customer in the case of delayed or failed settlement of a transaction. Any such amounts will be the Customer's responsibility and where appropriate will be deducted from the Customer's account.
- 18.3 FXDD may charge the Customer for the provision of market data or any other account feature or such other fees as we reasonably advise the Customer from time to time.
- 18.4 If there have been no executed trades in the Customer's Account for a period of time, the Account may be subject to an inactivity fee. If the Customer Account is debited with the Fee and the Account balance is reduced to zero (0), your Account may be archived.

19. INTRODUCERS OF BUSINESS

- 19.1 If the Customer was introduced to FXDD by an Introducer you acknowledge and agree that:
- (i) The Customer authorised the Introducer to introduce you to FXDD; and
 - (ii) A commission may be paid to the Introducer for introducing you to FXDD, the amount of which can be found on the relevant section of our website.
- 19.2 The Customer also acknowledges and agrees that as an Introducer of FXDD, the Introducer does not hold or collect any margined funds on behalf of FXDD or for the Customer's Account. Funds should instead be sent via a wire transfer or other means directly to FXDD for purposes of depositing into Customer's Account.
- 19.3 FXDD does not control and cannot endorse or vouch for the accuracy of any information the Customer may have or will receive from the Introducer. Included in the information and advice without limitation are actual or implied promises made by the Introducer regarding the future profit or losses in Customer Accounts as a result of third party trading systems, research reports, market trading advice or interpretation of economic news and events. If Customer receives information or trading advice from an Affiliate, FXDD shall in no way be held responsible for any loss resulting from the Customer's use of such information or advice. Any Customer introduced by an Introducer should carefully read the FXDD Terms and Conditions and should not rely on information supplied by the Introducer. Customers should also understand that Introducer may not be regulated by a regulatory authority. Introducer will not have trade authorisation privileges unless granted in writing by the Customer and is licensed to provide such investment services. The Customer under all circumstances understands and agrees that the Introducer is the Customer's agent and not the agent of FXDD.

20. STATEMENTS AND CONFIRMATIONS

Confirmation of trades will be made online as the trades are executed and should immediately be reflected in the Customer's Online Trading Platform. Trades done over the telephone will be executed for the Customer's account on their behalf and also be reflected online in the FXDD Online Trading Platform. Reports and all online position windows and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to by e-mail, return receipt requested within two working days of being issued and such objection is confirmed in writing within two (2) FXDD business days from receipt of such objection by FXDD or if FXDD does not change the confirmed execution price and details. FXDD reserves the right to change confirmed rates, prices or trade details of executed and confirmed deals if FXDD determines that the electronic or verbal price or details from that deal were executed in error. Margin Calls or trade corrections shall be conclusive and binding unless objected to email return receipt requested within two (2) working days of being issued and such objection is confirmed in writing within two (2) business days from receipt of such objection by FXDD. Failure to object shall be deemed ratification of all actions taken by FXDD or FXDD's agents. Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed

verbally and online by the end of the FXDD business day. Pending Orders or trades executed while the Customer is offline will be reflected in the Customers FXDD Online Trading Platform upon re logging. Customer's Account statements will be available online in the Reports section of the FXDD Online Trading Platform and Customer monthly statements will be available by e-mail and/or mail. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer understands and acknowledges that oral information provided by FXDD to Customer regarding confirmations of trades and statements of Account may be unverified and incomplete due to delays in transmission and other factors beyond FXDD's reasonable control. Customer therefore acknowledges and agrees that any reliance upon such oral information is at Customer's risk and Customer further agrees to immediately bring to FXDD's attention any such oral information which Customer has reason to believe is inconsistent with Customer's own information. These Terms and Conditions shall not operate to prevent FXDD from correcting any error or omission upon discovery. The Customer agrees that such errors, whether resulting in a profit or loss, shall be corrected and Customer's Account will be credited or debited in such manner and extent as to place the Customer's Account in the same position in which it would have been had the error not occurred.

21. COMMUNICATIONS

Reports, statements, notices and any other communications may be transmitted to Customer at the address set forth herein, or to such other address as Customer may from time to time designate in writing to FXDD. All communications sent, whether by mail, telegraph, e-mail, fax, messenger or otherwise, shall be deemed transmitted and delivered by FXDD when deposited in the Malta mail, or when received by a transmitting agent, or communications or recording device, designated by Customer or otherwise within Customer's actual or constructive control, and Customer hereby waives all claims resulting from failure to receive such communications. All communications sent by Customer shall not be deemed effective until accepted by FXDD. Customer shall notify FXDD immediately in writing of any change in Customer's address by e-mail to support@fxdd.com.

22. FORCE MAJEURE

- 22.1 FXDD shall not be liable to the Customer for any loss, cost, damage or expense sustained or incurred by the Customer, directly or indirectly, by reason of any cause beyond FXDD's control, including but not limited to, natural disasters, acts of God, civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), market conditions, inability to communicate with any relevant person or entity or any breakdown or failure of any transmission or communication system or computer facility, used by FXDD or Customer or of any market or any settlement or clearing system.
- 22.2 FXDD will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond FXDD's control or anticipation. FXDD shall only be liable for its actions directly attributable to gross negligence, wilful default or fraud on the part of FXDD. FXDD shall not be liable for losses arising from the default of any other party used by FXDD under this agreement except where this is expressly excluded by law.

23. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All copyright, trademark, trade secret and other intellectual property rights in the Online Trading Platform an online trading system, or such other platforms as FXDD may provide, shall remain at all times the sole, exclusive and absolute property of FXDD as the case may be and Customer shall have no right or interest in the Online Trading Platform except for the right to access and use the Online Trading Platform as specified herein. Customer acknowledges that the Online Trading Platform is confidential and proprietary to FXDD as the case may be and has been developed through the expenditure of substantial skill, time, effort and money of FXDD as the case may be. The Customer agrees and warrants that Customer will protect the confidentiality of FXDD at all times by allowing access to the Online Trading Platform only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make any information available to third parties derived from or relating to the Online Trading Platform.

Customer will not copy, modify, de-compile, reverse engineer, alter or make derivative works to the Online Trading Platform or the manner in which it operates. Any violation of the above shall be subject to prosecution.

24. INDEMNIFICATION

Customer agrees to indemnify and hold harmless FXDD, its affiliates, officers, employees, agents, successors and assigns from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees and other professional fees, incurred by them or any of them arising out of Customer's failure to fully and timely perform Customer's obligations herein or should any of the representations and warranties made by Customer herein or at any time fail to be true and correct. Except as otherwise expressly stated herein, Customer also agrees to pay promptly to FXDD all damages, costs and expenses, including attorney's and other professional fees, incurred by FXDD in the enforcement of any of the provisions of this Customer Agreement, any other agreements between FXDD and Customer, and any Contracts and other transactions hereunder.

25. DISCLOSURE AND FINANCIAL INFORMATION

- 25.1 You represent and warrant that the financial information disclosed to FXDD in the Application and any and all documents provided by you in connection with your Account is an accurate representation of your current financial condition, expertise, experience, knowledge and the level of investment sophistication. You additionally represent to FXDD that the information provided by you in connection with this Customer Agreement is full, complete and accurate and FXDD is entitled to rely on this information until FXDD receives actual written notice from you of any change in such information. You represent and warrant that you have very carefully considered the portion of your assets which you deem to be Risk Capital; you recognise that Risk Capital is the amount of money you are willing to put at risk and if lost would not, in any way, change your life style or otherwise materially affect you.
- 25.2 FXDD will not share or sell information regarding its Customers and/or prospective customers, except to its officers, employees, agents, affiliates, partners, and associates as reasonably required in the ordinary course of FXDD's business, including, but not limited to, FXDD's banking or credit relationships. FXDD shall disclose to a court of law, regulatory authorities, law enforcement authorities, a magistrate in the cause and for the purposes of any preliminary criminal proceedings (in general) and authorities whose remit includes the prevention and/or assistance in connection with the suspicion, of money laundering and the financing of terrorism, information regarding Customer and Customer's transactions in response to a request for such information where FXDD is duty-bound to do so by law or by order of a competent court.

26. JOINT ACCOUNTS AND LEGAL ENTITY ACCOUNTS

- 26.1 If more than one (1) natural person as the Customer executes this Customer Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Customer Agreement. If this Customer Agreement is executed on behalf of a corporation, limited liability company, partnership, foundation, association or other non-natural personas Customer, the Customer hereby agrees to indemnify, defend, save and hold harmless FXDD for any losses, claims, costs, damages and expenses resulting directly or indirectly from breach of any fiduciary or similar duty or alleged breach thereof. If this Customer Agreement is executed by the trustee of a trust as Customer, the trustee hereby agrees to indemnify, defend, save and hold harmless FXDD for any losses, claims, costs, damages and expenses resulting directly or indirectly from breach of any fiduciary or similar duty or alleged breach thereof.
- 26.2 If this Account is held by more than one (1) person, all of the joint holders are jointly and severally liable to FXDD for any and all obligations arising out of transactions in the Account and agree to be bound by all terms and conditions of this Customer Agreement signed by each party. FXDD is authorised to accept instructions and to send confirmations to any one (1) of the joint owners, and each Customer hereby further appoints any and all of other said joint owners as Customer's agent for any and all matters relating to the said joint Account, including but not limited to the receipt of confirmations and hereby waives any

right to receive confirmations otherwise. Any one (1) or more of the joint owners shall have full authority for the joint Account and risk in the said joint Account.

- 26.3 If this Account is a joint account, in the event of the death of any of the Customers, the survivor(s) shall immediately give FXDD written notice thereof, and FXDD, before or after receiving such notice, may take such action, institute such proceedings, require such papers, retain such portion of the Account, and restrict transactions in the Account as FXDD may deem advisable to protect FXDD against any tax, liability, penalty, or loss under any present or future laws or otherwise. The estate(s) of any of the Customers who shall have died shall be liable, and the survivor(s) shall continue to be liable, to FXDD for any debit balance or loss in the Account in any way resulting from the completion of transactions initiated prior to the receipt by FXDD of the written notice of the death of the particular Customer, or incurred in the liquidation of the Account, or the adjustment of the interests of the respective parties.

27. REFERRAL DISCLOSURE

27.1 FXDD IS SEPARATE AND INDEPENDENT FROM ANY AFFILIATE WITH WHICH FXDD HAS A BUSINESS RELATIONSHIP

- a. FXDD does not control, and cannot endorse or vouch for the accuracy or completeness of any information Customer may have received or may receive in the future from the Affiliate or from any other person not employed by FXDD regarding the Products.
- b. FXDD provides risk disclosure information to all new Customers when they open Accounts with FXDD. Customers should read that information carefully, and should not rely on any information to the contrary from any other source. Customer acknowledges that no promises have been made by FXDD or any individual FXDD with FXDD regarding future profits or losses in Customer's Account. Customer understands that trading involves a substantial risk of loss and that many people lose money trading.
- c. If any third party provides Customer with information or advice on trading the Products, Customer agrees that FXDD shall in no way be responsible for any loss to Customer resulting from Customer's use of such information or advice.
- d. To the extent Customer has previously been led to believe or believes that utilizing any third party trading system, course, program, research or recommendations provided by any third party will result in trading profits, Customer hereby acknowledges and understands that all the Products and trading, including trading done pursuant to a system, course, program, research or recommendations of a third party involves a substantial risk of loss. In addition, Customer hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of a third party will not necessarily result in profits, avoid losses or limit losses.
- e. Customer understands that many third party vendors of trading courses, programs or research are not regulated by a government agency or regulatory authority.
- f. Because the risk factor is high in trading the Products, only genuine "risk" funds should be used in such trading. If Customer does not have the extra capital Customer can afford to lose, Customer should not trade in the Products.
- g. Customer understands and acknowledges that FXDD may compensate an Affiliate for introducing Customer to FXDD.

- 27.2 Customer understands and agrees that if Customer's Account with FXDD is introduced by an Affiliate, that Affiliate shall have access to information about the Customer's trades including but not limited to number of trades, open positions, volumes trading, funds deposited and withdrawn.

28. AMENDMENTS

- 28.1 Customer understands, acknowledges and agrees that FXDD may amend or change these Terms and Conditions, at any time and that Customer's Account shall be subject to such changes.

- 28.2 FXDD will provide notice to Customer of any such amendment or change by sending an e-mail message to Customer and by posting the amendment or notice of change on FXDD's Website. Customer agrees to be bound by the terms of any such amendment or change on the earlier of: (i) ten (10) days after FXDD has posted notice of such amendment or change on its website and sent an email message informing Customer of this; or (ii) on the date of the entry of any Order other than a liquidating order. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's Open Positions and instruct FXDD regarding the disposition of all assets in Customer's Account within ten (10) days after notice of the amendment or change has been posted to the on FXDD's website and an email message was sent to the Customer informing Customer of this.
- 28.3 Each notification shall be deemed as sufficient notice and it is the Customer's duty to consult and/or to check regularly this Agreement on our Online Trading Facility regarding any such changes.

29. TERMINATION OF CUSTOMER RELATIONSHIP

- 29.1 These Terms and Conditions shall continue in effect until termination, and may be terminated by Customer at any time in writing via email to the support team at FXDD. If a Customer has any open positions on any of the Products and/or, if applicable, has no liabilities held by or owed to FXDD, upon the actual receipt by FXDD of written notice of termination, such positions shall be closed by the Customer and any liabilities settled prior to the closure of the account.
- 29.2 These Terms and Conditions may be terminated by FXDD at any time whatsoever upon providing written notice via email of termination to Customer. Such termination shall not affect any transactions previously entered into and shall not relieve either party of any of those obligations set forth under these Terms and Conditions including those which remain applicable after termination. Any such notice of termination by FXDD shall not relieve Customer of any obligations arising out of any deficit balance, if permissible by Applicable Law.
- 29.3 Upon termination in writing of the Terms and Conditions either by the Customer or FXDD as the case may be, the retention periods provided in our Data Retention Policy of Customer's data held by FXDD will come into force in accordance with the General Data Protection Regulation.
- 29.4 A customer account shall also be considered terminated without the need of FXDD or the customer to provide written notice of termination as stated in 29.1 above if there has been no trading activity for a period of not less than three (3) years.

30. INACTIVE AND DORMANT ACCOUNTS

- 30.1 In the event that there is no activity (login/trading/withdrawals/deposits/internal transfer) in all your Accounts for a set period of at least ninety (90) calendar days, FXDD may impose an Inactivity Fee.
- 30.2 In the event that there is no activity (login/trading/withdrawals/deposits/internal transfer) in all your Accounts for a set period of at least one hundred and eighty (180) calendar days, FXDD will consider your Account/s to be inactive and will mark as such on the system. Customer will not be allowed to trade, deposit on withdraw funds on the Account. Customers acknowledge and accept that such accounts may still be reportable by FXDD to the various regulatory authorities to which FXDD is subject, including inter alia IRD of Malta, IRS of the United States of America, the Financial Intelligence Analysis Unit and the Malta Financial Services Authority.
- 30.3 Pending orders may be deleted from inactive accounts.
- 30.4 Inactive accounts may be subject to an Inactivity Fee.
- 30.5 Inactive Accounts which have not been reactivated for a successive period of five (5) years will be considered dormant and may be archived ("Dormant"). Customers acknowledge and accept that such accounts may still be reportable by FXDD to the various regulatory authorities to which FXDD is subject,

including inter alia IRD of Malta, IRS of the United States of America, the Financial Intelligence Analysis Unit and the Malta Financial Services Authority.

30.6 Any funds that remain in Dormant accounts may be retained by FXDD.

31. PREVENTION OF MONEY LAUNDERING

31.1 FXDD has a legal obligation to comply with the provisions of the Prevention of Money Laundering Act (Chapter 373 of the Laws of Malta) and the regulations and implementing procedures made thereunder. In furtherance of such obligations, in the event that FXDD has a suspicion of money laundering or funding of terrorism in relation to the assets deposited by the Customer, it will be obliged to communicate its suspicions to the competent Maltese Authorities. FXDD could also be required to, inter-alia, block the assets of the Customer concerned.

31.2 The Customer acknowledges that FXDD is bound to comply with the provisions of the Prevention of Money Laundering Act and the regulations and implementing procedures made thereunder and agrees to provide FXDD on request, with true, correct and complete information including without limitation, the identification of the contracting parties, the identification of the beneficial owner of the assets, and details on the economic and business background and rationale of the business, the source of wealth and source of funds, as well as any other information FXDD may reasonably require to comply with its legal obligations.

31.3 In terms of the Prevention of Money Laundering Act, FXDD is required to requested updated know-your-customer information from its Customers on a regular basis, including obtaining updated copies of expired identification documents. FXDD retains the right to mark an account as Inactive if the information requested is not provided by the Customer within a reasonable time as requested.

32. CONFLICTS OF INTEREST

Please refer to FXDD's conflict of interest policy available on our website or in hard copy upon request, for further information on how we take appropriate steps to identify and manage conflicts, which would affect the impartiality of the services we provide to you. If you have any questions on our conflicts of interest policy please send us an e-mail us at support@fxdd.com before agreeing to these terms.

33. ENTIRE CUSTOMER AGREEMENT

33.1 These Terms and Conditions represent the entire agreement between the parties, superseding any and all prior written and oral agreements.

33.2 Nothing contained in these Terms and Conditions shall be construed as requiring the commission of any act contrary to Applicable Laws

34. RECORDINGS

34.1 Customer acknowledges and agrees that any and all conversations between Customer and FXDD personnel, including but not limited to principals, agents, employees or associates, may at the sole option and discretion of FXDD, be recorded electronically with the use of an audible, automatic warning tone. Specifically, all calls which may lead up to the execution of an Order will be recorded in addition to the actual call in which the order is executed. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either Party in connection with any dispute or proceedings that may arise involving Customer or FXDD. Customer understands that FXDD destroys such recordings at regular intervals in accordance with FXDD's established business procedures and at its sole discretion, and Customer hereby consents to such destruction.

34.2 Any such recordings or transcripts made by FXDD may be destroyed by FXDD after the expiry of five (5) years at its own discretion and in accordance with its own practice and policies.

35. BINDING EFFECT

These Terms and Conditions shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or re-opened with FXDD, irrespective of any change or changes at any time in the personnel of FXDD or those of its successors, assigns, or affiliates. This Customer Agreement, including all authorisations, shall inure to the benefit of and be binding on FXDD and its successors and assigns, whether by merger, consolidation, or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer. Customer hereby ratifies all transactions with FXDD affected prior to the date of the acceptance of these Terms and Conditions, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of these Terms and Conditions.

36. LAW AND JURISDICTION

- 36.1 These Terms and Conditions are governed by, and construed in accordance with Maltese law and other applicable law including but not limited to and any other applicable regulatory, self-regulatory or governmental authority requirements ("Applicable Law"). Customer irrevocably agrees to be subject to the dispute resolution provisions set forth in article 37 below to settle any disputes which may arise out of or in connection with these General Terms and Conditions.
- 36.2 Customer irrevocably agrees that the courts of Malta are to have jurisdiction to settle any disputes which may arise out of or in connection with these General Terms and Conditions and that accordingly any proceedings may be brought in such courts following the dispute resolution process has been completed.
- 36.3 Nothing contained in this Section shall, however, limit our right to take proceedings against you or any Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of the proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

37. DISPUTE RESOLUTION

- 37.1 In the event of any dispute arising out of or in relation to these Terms and Conditions, the Parties must first use their respective best endeavours to consult and negotiate with each other, on good faith and, recognizing their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.
- 37.2 To such end the Parties must within seven (7) Business Days of a dispute arising convene a meeting between persons nominated by each Party (the "Appointed Persons") and other relevant members of management to attempt to resolve the dispute.
- 37.3 If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.
- 37.4 If the Appointed Persons do not reach such a settlement within a further period of fourteen (14) Business Days (the "Final Negotiation Date"), the dispute will be managed in accordance with provisions set forth hereinafter.
- 37.5 In the event of any dispute arising out of or in relation to these General Terms and Conditions, if the dispute is not resolved and/or be settled prior to the Final Negotiation Date, the Parties irrevocably:
- (i) agree that the courts of Malta will have jurisdiction to settle any proceedings and submits to the jurisdiction of such courts (provided that this will not prevent us from bringing any proceedings against you in the courts of any other jurisdictions); and
 - (ii) waive any objection which it may have at any time to proceeding brought in any such court and agree not to claim that such proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over it.

38. SUPERSEDES PRIOR AGREEMENTS

These Terms and Conditions supersede any prior agreement or understanding between the parties hereto, whether written or oral, on the subject hereof, and any such prior agreements and understandings are cancelled as at the date hereof.

39. ACCEPTANCE OF THE CONTRACT

These Terms and Conditions shall be accepted by FXDD and will become a legally binding contract between Customer and FXDD when the Terms and Conditions are accepted by the Customer at Account opening.

40. DATA PROTECTION

- 40.1 Customers acknowledge that by entering into these Terms and Conditions and opening an Account with FXDD and using the Company's Online Trading Platform, you will be providing FXDD with personal data within the meaning of the General Data Protection Regulation ("GDPR") (679/2016). By doing so, Customer is providing consent to us processing all such information for the purposes of complying with our legal obligations, performing our contractual obligations and administering the relationship between you and us.
- 40.2 For the purposes of our business relationship the data we collect from you and process may include sensitive data including special categories of data such as data relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. The processing of this data is governed by Article 9(2)(d) of the GDPR which includes but is not limited to:
- (i) Assessing and processing your application to open a trading account;
 - (ii) Carry out contractual obligations under these Terms and Conditions;
 - (iii) Administer and carry out daily business activities in relation to your trading account(s);
 - (iv) Monitor and analyze our business;
 - (v) Comply with fraud, crime and money laundering prevention legislation as well as legal and regulatory obligations related to our license.
- 40.3 Any information collected by FXDD is strictly disclosed by the data subject by means of registering an account via the company's online portal. Any information requested by FXDD is solely related to the carrying out of its business in compliance with the relative rules, regulations and legislations that appertain to it. No additional information shall be requested to the data subject unless it is for any of the aforementioned purposes. Failure of the data subject to provide may result in the Company rejecting your application or reactivation of account.
- 40.4 All data collected by FXDD with regard to the data subject is subject to a strict Data Retention Policy and shall not be held for a period longer than that stated in the aforementioned policy. The time-period forming the basis of the Data Retention Policy is that of five (5) years. However, the case may be that certain criteria of data are required to be kept for a shorter or longer period of time depending on legal and regulatory obligations. Notwithstanding this, FXDD is committed to exercising the utmost diligence with regard to data anonymization, pseudonymisation and deletion following the termination of the business relationship with the data subject.
- 40.5 FXDD in terms of the GDPR is considered to be the data controller ("Data Controller") within the business relationship and thus, in line with the principle of transparency, the data subject is to note that it may be possible this may result in your personal information being sent outside the European Economic Area ("EEA"). The Company holds servers around the Globe in countries which offer equivalent data protection as the European Union.

40.6 FXDD will never disclose any personal data collected on the data subject to third parties unless doing so is required by law and/or for compliance purposes. This includes but is not limited to performing identity checks, money laundering checks, compliance regulatory reporting and any other duties and/or obligations arising as the case may be.

- (i) The data subject has the following rights afforded to him under the GDPR:
- (ii) Right of access
- (iii) Right to rectification
- (iv) Right of Erasure (right to be forgotten)
- (v) Right to restriction of processing
- (vi) Right to data portability
- (vii) Right to withdraw consent
- (viii) Right to object to processing
- (ix) Right to lodge a complaint

More information can be found [here](#) in the FXDD's Privacy Policy. Please note that this policy is subject to revision and to change periodically as the law requires. These rights may be exercised by you, the data subject, at any given time- you may wish to send an email to our Customer Support Department at support@fxdd.com.mt or alternatively, you may contact our Data Protection Officer ("DPO") at dpo@fxdd.com.mt. Should you wish to lodge a complaint to the Office of the Information and Data Protection Commissioner ("IDPC"), you may do so [here](#) via the IDPC's online portal. You may also contact the IDPC via telephone on +356 23287100 or via email on idpc.info@idpc.org.mt.

41. FATCA/QUALIFIED INTERMEDIARY REGIME

41.1 The Foreign Account Tax Compliance Act (FATCA) is a US law which provides for an annual disclosure to the US Tax authority (IRS – Internal Revenue Service) of accounts held by US taxpayers outside the United States. The Qualified Intermediary Regime (QI/QDD) This legislative framework applies to US citizens or US residents. FATCA requires Financial Institutions to transmit on a yearly basis to the IRS the following information regarding US persons: the identity of the account holders, the balance of their accounts, their financial income and gross proceeds of the sale of securities. This reporting also applies to the accounts of US legal or patrimonial entities owned by US taxpayers. Existing US tax legislation compels US taxpayers to file their tax return irrespective of their place of residence. It should be noted that FATCA will have no impact on the reduced tax rates resulting from international tax treaties for the benefit of eligible clients. FXDD, through FXDD Malta Ltd., is FATCA compliant. Through its parent company FXDD Malta Ltd. is registered with the IRS and thus have obtained the status of participating Financial Institution or equivalent. The Global Intermediary Identification Number (GIIN) allocated by the IRS is W7RR4Y.00001.ME.470

41.2 FXDD may collect, store and process information obtained from the Customer or otherwise in connection with the Terms and Conditions for the purpose of complying with FATCA or other Applicable Laws, including disclosures between themselves and to governmental authorities. The Customer acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. The Customer shall ensure that, before it or anyone on its behalf discloses information relating to any third party to the FXDD in connection with these Terms and Conditions that said third party has been provided with such information and given such consents or waivers as are necessary to allow FXDD to collect, store, process and disclose his, her or its information as described in this clause.

41.3 By accepting these Terms and Conditions, Customer authorises FXDD to provide, directly or indirectly to any relevant tax authority or any party authorised to audit or conduct a similar control of FXDD for tax purposes information obtained from the Customer or otherwise in connection with these Terms and Conditions and to disclose to such tax authorities from any addition information that FXDD may have in its possession that is relevant to the Customer's Account.

- 41.4 Non cooperative Financial Institutions may be subject to penalties.
- 41.5 Customer understand that certain transactions in certain financial instruments may carry a tax obligation under any applicable tax law regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties in any jurisdiction. Where there is such tax obligation, FXDD shall pass it on to you by debiting from your Account.

42. COMMON REPORTING STANDARD (“CRS”), FATCA AND THE QUALIFIED INTERMEDIARY REGIME

- 42.1 The CRS provides for the annual automatic exchange of financial account information between participating jurisdictions. Such financial institutions, one of which is FXDD, are required to submit the relevant information to their local tax authorities who will then forward it to the respective foreign tax authorities.
- 42.2 For the above purposes, and similarly to FATCA, FXDD may collect, store and process information obtained from the Customer or otherwise in connection with these Terms and Conditions for the purpose of complying with CRS and other Applicable Laws including disclosures between themselves and to governmental authorities. The Customer acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside the EEA. The Customer shall ensure that, before it or anyone on its behalf discloses information relating to any third party to FXDD in connection with these Terms and Conditions that the said third party has been provided with such information and given such consents or waivers as are necessary to allow FXDD to collect, store, process and disclose his, her or its information as described in this clause.
- 42.3 The QI regime is a service of non-US financial service providers seeking to improve their customers’ (or business partners) US tax withholding and reporting experience on their US investments with the IRS. Customers that trade US equities and futures with FXDD may be charged US withholding on any cash dividends paid by a US corporation. FXDD is obliged to withhold the tax at source and report any such withholding to the IRS.
- 42.4 By accepting these Terms and Conditions, Customer authorises FXDD to provide directly or indirectly to any relevant tax authorities or any party authorised to audit or conduct a similar control of FXDD for tax purposes obtained from the Customer or otherwise in connection with these Terms and Conditions and to disclose to such tax authorities any additional information that FXDD may have in its possession that is relevant to your Account.

43. TRANSACTION REPORTING UNDER EMIR AND MIFIR

- 43.1 As Customer is a Financial Counterparty (FC) or Nonfinancial Counterparty (NFC) as defined by Regulation (EU) No 648/2012 (“EMIR” or “the Legislation”) Article 2, some Customer transactions with FXDD may be considered to be OTC derivatives, and each trade, an OTC derivative contract.
- 43.2 Notwithstanding anything to the contrary in these Terms and Conditions or in any non-disclosure, confidentiality or other agreement between FXDD and the Customer, FXDD and the Customer hereby consent to the disclosure of information to the extent required or permitted under, or made in accordance with the provisions of EMIR and any applicable supporting law, rule or regulation, which made reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other Party is required or accustomed to act (“Reporting Requirements”).
- 43.3 The Customer and FXDD each acknowledge that pursuant to EMIR, regulators require supporting of trade date to increase market transparency and enable regulators to monitor system risk to ensure safeguards are implemented globally.

- 43.4 For the purposes of EMIR, the Customer is a Financial Counterparty (FC) or Nonfinancial Counterparty (NFC) as defined by Article 2 of EMIR, its trades with FXDD may be considered to be OTC derivatives, and each trade, an OTC derivative contract.
- 43.5 As Customer is an FC or NFC, its trades with FXDD are governed by Article 11 of EMIR (“Risk-Mitigation Techniques for OTC derivative contracts not cleared by a CCP” or “Risk-Mitigation Techniques”) and Commission Delegated Regulation (EU) No 149/2013 (“Risk Mitigation Technical Standards” or “Technical Standards” or “RTS on OTC Derivatives”). Pursuant to EMIR and Technical Standards, Counterparties that enter into OTC derivative contracts not cleared by a CCP shall ensure that appropriate procedures and arrangements are in place to measure, monitor and mitigate operational risk and counterparty credit risk.
- 43.6 **TIMELY CONFIRMATION** - Pursuant to the Risk-Mitigation Techniques and Technical Standards, Counterparties must ensure timely Confirmation of any and all OTC derivative contracts entered into. For the purpose of this and all applicable agreements, the term “Confirmation” will have the meaning delineated in Article 1(c) of the Risk-Mitigation Technical Standards. Confirmations must contain all the legal terms of the swap and must be transmitted as soon as technologically practicable.
- 43.7 FXDD and Counterparty agree in advance on the following specific process to reach a legally binding agreement to all the terms of an OTC derivative contract as to any and all trades executed between Counterparties in accordance with the Risk-Mitigation Techniques and Technical Standards:
- For each OTC derivative trade, FXDD will generate a written confirmation that memorializes the agreement of the Counterparties to all of the terms of the OTC derivative contract.
 - Upon the end of each business day, Customer will either receive a statement via email or will access the platform to view the statement containing the written confirmation of each OTC derivative contract executed on that same day between the FXDD and the Customer, along with all legal terms of each transaction. This email will represent FXDD’s authentication of the transaction.
 - ***It is the responsibility of Customer to review the Confirmation of each transaction.*** The Customer, upon extensive review, must object or reject confirmation of any trade by expressly contacting FXDD Customer Service by email or telephone within 24 hours of FXDD confirmation email.
 - If a confirmation remains for 48 hours without a written rejection that details the objectionable content of the confirmation, FXDD will deem the documentation finalized and accepted by both parties.
 - FXDD reserves the right to amend this process at its sole discretion based on period evaluations of its practical application and/or in accordance with any legislative amendments to EMIR and/or the RTS on OTC Derivatives.
- 43.8 **FORMALISED PROCESSES FOR PORTFOLIO RECONCILIATION AND DISPUTE RESOLUTION** - Pursuant to the Risk-Mitigation Techniques for OTC derivative contracts not cleared by a CCP and the Risk-Mitigation Technical Standards, Counterparties must establish formalized processes which are robust, resilient and auditable in order to reconcile portfolios, to manage the associated risk and to identify disputes between parties early and resolve them, and to monitor the value of outstanding contracts.
- 43.9 For the purposes of fulfilling this requirement, FXDD will adhere to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol as published on 19 July 2013 by the International Swaps and Derivatives Association, Inc. (“ISDA Protocol”). These Terms and Conditions will be deemed modified to reflect the ISDA Protocol upon execution of the Protocol as to any Customer that also adheres to the ISDA Protocol.
- 43.10 For any FC or NFC that has not adhered to the ISDA Protocol, the below terms and conditions shall apply to all OTC derivative contracts entered into between FXDD and the Customer. FXDD reserves the right to amend this process at its sole discretion based on period evaluations of its practical application and/or in accordance with any legislative amendments to EMIR and/or the RTS on OTC Derivatives. FXDD further reserves the right to require Customer adherence to the aforementioned ISDA Protocol as a condition to trading with FXDD.

(i) **Portfolio Reconciliation** - Pursuant to Article 13 of the Risk-Mitigation Technical Standards, FXDD will send the Customer the key trade terms that identify each particular OTC derivative contract in the form of daily account summary, or, at the minimum, in accordance with the following schedule:

- For trades between FXDD and Financial Counterparties or Non-Financial Counterparties referred to in Article 10 of EMIR:
 - 500 or more daily contracts outstanding w/ each other: Daily Reconciliation
 - 51-499 contracts outstanding w/ each other per week: Weekly Reconciliation
 - 50 or less contracts outstanding per quarter: Quarterly Reconciliation
- For trades between FXDD and Non-Financial Counterparties not referred to in Article 10 of EMIR:
 - 100+ outstanding contracts at any time in quarter: Quarterly reconciliation
 - 100 or less outstanding: Annual Reconciliation

It is the responsibility of Customer to review and identify any and all discrepancies that Customer, acting reasonably and in good faith, believes are material to the rights and obligations of the Counterparties to OTC Derivative Contracts executed. Customer must provide written objection to FXDD Customer Service as soon as technologically practicable, or, at the latest, within 24 hours of the FXDD account summary email. If Customer fails to notify FXDD of discrepancies or inaccuracies contained in the account summary by end of the fifth business day of the Counterparty following the due date, Customer will be deemed to have affirmed the data contained in the account summary. FXDD is to retain a record of such discrepancies and measures taken to remedy such differences.

(ii) **Dispute Resolution** - Pursuant to Article 15 of the Risk-Mitigation Technical Standards, Counterparties agree that the following detailed procedures and processes in relation to the identification, recording, monitoring, and resolution of disputes:

- Both FXDD and Customer, acting in their respective capacities as Counterparties, have the right to send the other a Notice of Dispute detailing any discrepancy or deficiency identified
- Upon receipt of the Notice of Dispute, Counterparties will make a good faith effort to resolve the dispute in a timely manner. Counterparties will cooperate in the exchange of information necessary to resolve the instant dispute in accordance with the processes outlined in the Customer Agreement.
- With respect to any dispute that remains unresolved for a period of five (5) days following the receipt of the Notice of Dispute,
- Counterparties agree to internally refer the dispute to the proper senior members of the entity.
- Counterparties agree to develop and implement effective internal processes to maintain and monitor disputes properly for the duration of the dispute.

FXDD may, in the course of complying with EMIR and the Risk-Mitigation Technical standards contemplated under this Acknowledgement, need to disclose some or all of the Customer's personal data, whether sensitive or otherwise, to its employee/s, associate/s, agent/s, sub-contractor/s, product provider/s and/or investment institution/s, (all of which shall be made subject to such confidentiality and data protection obligations as shall be considered necessary by FXDD in order to comply with its obligations under this Agreement) for the purpose of providing the said services and/or to any regulatory or public authorities, or trade repositories, to comply with its regulatory or other obligations in terms of law, and for these purposes the Customer explicitly consents to the transfer of his/her personal data, whether sensitive or otherwise to other countries in accordance with the Data Protection Act and the regulations made thereunder. The Customer is hereby giving his explicit consent to the processing of personal data, whether sensitive or otherwise, as contemplated in and for the purposes provided for in this Clause.

44. FXDD RISK DISCLOSURES

- 44.1 This section does not disclose all of the risks and other significant aspects of trading the Products offered by FXDD. In the light of the risks, Customer should undertake such transactions only if Customer understands the nature of the trading in which Customer is about to engage and the extent of your exposure to risk.
- 44.2 Risk disclosures for Customers trading in spot OTC Foreign Exchange and/or Precious Metals and Futures:
- (i) The majority of global foreign exchange currency dealers and banks including FXDD, are compensated on the difference between the bid/ask spread in the currency price offered to participating traders and/or have the ability to accumulate positions on a proprietary basis and assume the risk of the net open positions they carry. The foreign currency trading you are entering into is not conducted on an exchange. FXDD is acting as a counterparty in these transactions and therefore acts as the buyer when you sell and the seller when you buy. As a result, FXDD's interests may be in conflict with yours. unless otherwise specified in your written agreement with FXDD or other written documents FXDD establishes the prices at which it offers to trade with you. the prices FXDD offers might not be the best prices available from amongst different providers and FXDD may offer different prices to different customers based on objective criteria. FXDD will endeavour to constantly check the fairness of the price offered. if FXDD elects not to cover its own trading exposure, then you should be aware that FXDD may make more money if the market goes against you. Additionally, since FXDD acts as the buyer or seller in the transaction, you should carefully evaluate any trade recommendations you receive from FXDD or any of its solicitors.
 - (ii) Trading in spot OTC Foreign Exchange and futures is not suitable for many members of the public. Customers should carefully consider whether such trading is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances.
 - (iii) OTC margined spot Foreign Exchange and Futures trading involves a high amount of risk and is highly speculative. By signing the Terms and Conditions, Customer agrees that they are willing to assume the legal, economic, and other risks associated with trading in margined OTC spot Foreign Exchange, and are willing and able to assume the loss of Customer's entire Risk Capital, defined as those funds, that if lost, would not change your lifestyle or your family's lifestyle. As such, you further agree that margined spot OTC Foreign Exchange trading may not be suitable for retirement funds. FXDD encourages Customers to closely manage outstanding open positions and to use prudent money management precautions such as, but not limited to, Stop Loss Orders.
 - (iv) OTC margined spot Foreign Exchange and Futures trading experiences periods of substantial liquidity risk. By signing these Terms and Conditions, each Customer acknowledges that liquidity risk, resulting from decreased liquidity is usually due to unanticipated changes in economic and/or political conditions. Each Customer also acknowledges that liquidity risk can affect the general market in that all participants experience the same lack of buyers and/or sellers.
 - (v) Each Customer also understands that liquidity risk can be FXDD specific due to changes in liquidity available to FXDD from FXDD's inter-bank liquidity providers or specific to retail foreign exchange market makers due to a perception that the risks of the market segment have increased. When liquidity decreases, Customers can expect, at the minimum, to have wider bid to ask spreads as the supply of available bid/ask prices, outstrips the demand. Decreases in liquidity can also result in "Fast Market" conditions where the price of a currency pair moves sharply higher or lower or in a volatile up/down pattern without trading in an ordinary step-like fashion. In some instances there may exist the possibility that a trading bid and/or ask price for a foreign exchange pair or pairs is not available (a situation where there is no liquidity). Although there may be instances when the aggregate OTC spot foreign exchange or futures market enters a "Fast Market" situation or periods where liquidity is in short or no supply, it is important to note that, FXDD's prices, bid/ask spreads and liquidity will reflect the prevailing inter-bank market liquidity for FXDD.
 - (vi) FXDD will liquidate Customer positions that are not adequately margined. Because of the leverage available with OTC margined spot foreign exchange and futures trading and the potential for extreme volatility, FXDD reserves the sole discretionary right to liquidate a Customer's Account should the Margin in the Account not be sufficient to cover the potential risk of loss. Required margin levels are indicated on FXDD's trading platforms. Should a Customer's Account value go below the Liquidation Level, FXDD reserves the right to automatically Liquidate the customer's

- position and the Customer will be responsible and liable for all resulting losses as a result of such liquidation. FXDD reserves the right to change the Liquidation Level at its sole discretion.
- (vii) Prices from FXDD are independent of prices of other institutions and businesses. By signing these Terms and Conditions, each Customer acknowledges that the prices reported by FXDD are independent and can differ from the prices displayed elsewhere or from those of other liquidity providers in the Interbank Market. Differences can result from, but are not limited to, changes in liquidity from Interbank market makers to FXDD, an unbalanced position or exposure in currency pairs at FXDD, or differing expectations of price movements in currency pairs by FXDD. FXDD expects that in most cases the prices provided to its Customers will be in line with the general Interbank Market but FXDD does not represent, warrant or covenant, explicitly or implicitly, that this will always be the case.
 - (viii) Rollover rates for open positions of currency pairs are determined by FXDD and are independent of prices found elsewhere in the Interbank Market. By signing these Terms and Conditions, each Customer acknowledges that all existing spot Open Positions that remain open over the end of business day (defined as 5:00 p.m. New York), are automatically rolled over to the next available Spot Settlement Date at a net debit or credit to a Customer's Account as determined by spot interest rates determined solely by FXDD. In general, if a Customer is long (has bought) on a currency that has a higher spot interest rate than the currency on which such Customer is short (has sold), such Customer can expect a net credit added to the Customer's Account Value at the end of day. If a Customer is short (has sold) a currency that has a higher spot interest rate than the currency on which such Customer is long (has bought), such Customer can expect a net debit subtracted from the Customer Account Value at the end of the day. Rollover debits and credits are also influenced by the number of days that the position must be to be rolled. For positions that must be rolled from a Spot Settlement Date of Friday to Monday, the debit or credit will reflect the rollover from Friday to Monday, or three (3) business days. For rollovers from Monday to Tuesday, Tuesday to Wednesday, Wednesday to Thursday and Thursday to Friday, the rollover debit or credit is for only one (1) business day. If there is a holiday and FXDD is closed, the rollover would include the holiday. For example, if Tuesday is a holiday, rollovers from Monday will be two (2) business days (i.e. from Monday to Wednesday). Since rollover debits and credits are determined by the respective short-term spot interest rates of the respective currencies that make up a currency pair, a large spread between one currency's rate in relation to another can cause a large debit or credit rollover amount. This spread can result, but is not limited to a country's tightening of credit conditions in order to dissuade speculators from shorting a currency versus another. For example, the Bank of England in the early 1990's raised short-term interest rates to over 20% in an attempt to dissuade currency speculators from selling Pound Sterling against other currencies when the Pound Sterling came under pressure by speculators. In this situation, those who were short GBP and long US Dollars were forced to rollover their spot positions at a large debit from one spot settlement date to the next. By doing so the Bank of England was attempting to dissuade currency speculators from selling GBP over spot and rolling over the position from one day to the next. The action was intended to force those who were short GBP, to cover their positions before the end of the day forcing an underlying bid into the currency. Year-end and quarter-end periods can also cause unusual spikes in short-term interest rates that may cause temporary spikes in rollover debits and credits. Each Customer acknowledges that there exists a rollover risk to currency positions. FXDD will display the rollover debits or credits for the respective currency pairs on its web site (www.fxdd.com) and automatically periodically update Customer Reports to reflect the cash flow. FXDD reserves the right to change the credits or debits at its sole discretion if the original amounts are in wrong due to an error or omission.
 - (ix) With regards to Future Contracts, open positions on expiration date will be automatically closed by FXDD unless the Customer rolls over.
 - (x) Sweep rates for currency balances other than USD are determined by FXDD and may be independent of prices found elsewhere in the Interbank Market. Profits that are calculated in a Foreign Currency are "swept" into dollars when the open positions are closed and the Profit and Loss realized.
 - (xi) There is no guarantee that FXDD will be able to execute Stop Loss Orders, Limit Orders or OCO orders at the price the Customer designates. Customer acknowledges and agrees that there may be market, liquidity or other conditions that will prevent FXDD from executing a Customer's specific Stop Loss Orders, Limit Orders or OCO Orders at the Customer designated price. In some cases, the

orders will be executed at prices that are less favourable to the price entered and desired by the Customer. The Customer acknowledges and agrees that the Customer is still responsible and liable for deals executed at levels different from their orders and that FXDD is not liable for failure to do so.

- 44.3 There is a technology risk inherent in trading online or via a software application and the Customer accepts that risk. FXDD has invested resources developing, testing, configuring, and integrating the Online Trading Platform, and other relevant software and hardware. However, the Customer acknowledges and agrees that FXDD does not guarantee that the Customer will be able to successfully execute, deal, monitor their positions, or perform other essential trading tasks while using the public Internet and other technology from FXDD or from third party vendors known or not known on which FXDD may rely. FXDD cannot control, without limitation, the routing, Internet connectivity, reliability of customer or FXDD equipment, network connections or any other technology hardware malfunction caused by FXDD hardware, hardware and connectivity that makes up the public Internet, or hardware at the Customer's location. FXDD does not guarantee, although reasonable efforts have been made, that the Online Trading Platform or any other code or application including but not limited to the interface with FXDD liquidity provider(s) or the interface with the escrow account institution or other technology application that would come under the heading software, are free of programming bugs that can cause trading, position keeping or any other required functionality of the Online Trading Platform and other relevant software applications associated with FXDD including but limited to clearing, market making and escrow account software from becoming inoperable or without errors.
- 44.4 The Customer necessarily assumes a failure of communication risk. Although FXDD will have qualified representatives available by telephone during business hours to accept and execute Customer Market Orders, there exists the risk that the Customer will not be able to contact or make contact with the FXDD representative due to, but not limited to, communication malfunction, an overabundance of telephone orders, or any other malfunction or negligence. The Customer acknowledges and agrees that Customer will hold harmless FXDD for any loss or missed trading opportunity resulting from any communication problems the Customer may encounter.
- 44.5 FXDD does not take responsibility for third party account managers and Customer agrees to hold harmless FXDD, its employees, agents, officers, directors and shareholders from any losses sustained by Customer as a result of actions undertaken by such third party account managers. Should a Customer grant a third party account manager discretionary trading authority, the Customer grants such authority for the Customer's Account at its sole and full risk.
- 44.6 FXDD reserves the right to correct any deals executed on misquoting errors. In the case when a quoting error occurs that results in a Customer deal executed at an off-market price, FXDD reserves the sole discretionary right to make the necessary corrections and adjustments to the Customer's Account whether it be in the favour of the Customer or not in the Customer's favour. Any change will be reported to the Customer via an electronic method such as but not limited to e-mail.
- 44.7 There is no guarantee of profit from trading with FXDD. By signing these Terms and Conditions, Customer acknowledges that neither FXDD nor any of its representatives guarantees to Customer that you will profit from trading or investing in the Products. Customer further confirms that Customer can sustain the total loss of the entire Risk Capital deposited in your Account and are financially able to withstand any losses incurred.
- 44.8 Trading in margined Foreign Exchange and/or Precious Metals and Futures involves a high degree of risk including the risk of loss of the Customer's entire Risk Capital deposited with FXDD. Losses, in some cases, have the potential to extend beyond the Customer's Account value.
- 44.9 In consideration of FXDD agreeing to enter into Foreign Exchange Contracts with Customer FXDD requires you to analyse your financial objectives, financial status, investment constraints and tax situation to determine whether spot OTC Foreign Exchange trading is suitable for you. In addition, we require you to read and acknowledge the FXDD Risk Disclosure Statement that outlines without limitation some of the risks associated with trading margined spot OTC Foreign Exchange through FXDD.

- 44.10 All market recommendations made by FXDD or any representative of FXDD are for informational purposes only. Any decision by the Customer to buy or sell a Foreign Currency pair is an independent decision by the Customer. Market recommendations made by FXDD or a representative of FXDD do not constitute an offer to sell or buy any Foreign Currency pair from FXDD or from any other source that may provide dealing prices to the Customer. FXDD and its employees are not investment or trading advisor(s) and have no fiduciary duty to the Customer and are therefore not liable for any losses on trades and for any losses incurred by the Customer as a result of information or any recommendations made by FXDD or any representative of FXDD.
- 44.11 Customer is at risk if FXDD should go out of business. There is no guarantee that FXDD as a business will be profitable. Consequently, there exists a credit risk that FXDD may be subject to losses, which could, in turn, jeopardize the capital that the Customers have in their Accounts. Customer acknowledges that in the event of insolvency, the Customer can only look to FXDD for performance and return of all Margin that the Customer may have at FXDD.
- 44.12 FXDD may decide to exit the Products business. FXDD may in its sole discretion decide that it does not want to continue to participate as a market maker in OTC Margined Foreign Exchange Trading. As a result, the Customer agrees and acknowledges that FXDD may liquidate all Customer positions, and return margined funds to the Customer at the sole discretion of FXDD, at any time and for any reason. FXDD's Customers shall not hold FXDD liable for any loss as a result of liquidation of the Customer's position either on an actual basis or as a result of missed profit opportunities.
- 44.13 Customers are responsible for any reporting errors. In case of Reporting and Confirmation errors or omissions, and/or errors in details of transactions including but not limited to the price at which deals were executed, the currency pair traded, the market direction (i.e., "buy" or "sell") of order, the type of order and/or any errors in fees, charges or credits to the Customer's Account, including but not limited to charges for executing a transaction, wiring funds, rolling over position, and/or sweeping Foreign Currency balances into the home currency, the Customer shall notify FXDD immediately upon discovery for review. In addition, the Customer is responsible for submitting details of any errors by email to support@fxdd.com.
- 44.14 Deals executed over the telephone have inherent risks. FXDD will accept Market Orders for deals done over the telephone and, at FXDD's discretion other types of orders may be accepted. Telephone deals are considered executed when the FXDD representative says, "done" and relays the complete deal details. Any given price by an FXDD representative over the telephone prior to execution is deemed to be an indicative price. FXDD reserves the right to change the indicative price given over the phone if the actual dealing price is different due to market conditions, misquote or volatility. FXDD is not responsible for Customer telephone orders if the Customer cannot be heard or understood by the FXDD representative due to, without limitation, accent, speech defect, faulty connection, or excessive background noise at the Customer's location or at FXDD. To better ensure execution, FXDD requires that Customers communicate in English when giving orders. FXDD cannot guarantee that telephone orders given in a foreign language will be executed. For best results and fast execution, the following procedure will be used. The Customer will first be asked by the FXDD representative the following Account Information: The Customer's FXDD User Name, Account Number and/or other identifying features. Only after the FXDD representative confirms the Customer's identity, the Customer should relay the following order information: the execution direction to Buy or Sell, the number of lots, and the desired currency pair. The FXDD representative will repeat the order information for the Customer to confirm. For example the FXDD Representative may say the following, "Buy 2 lots of EUR vs. USD at the Market. Confirmed?" By saying, "Yes" the order will be executed at the Market and the details -immediately given to the Customer after execution. The FXDD representative will enter the deal into the Customer's Account. The details and effects of the deal will be reflected in the customer's online reports. FXDD does not warrant that deals done over the telephone will be done at prices that mirror the prices displayed electronically at that time over the FXDD Internet Trading Platform. Although currently not planned, FXDD reserves the right to charge a commission for deals done over the telephone. Should FXDD charge a commission for telephone deals, it will be reported on the FXDD Website and be reflected as a line item debit in the Customer's FXDD Account Reports. All costs and associated charges relating to investment services and ancillary

provided by FXDD or other parties will be disclosed to clients. All deals and charges done via the phone are final. FXDD reserves the right to tape all telephone calls without providing an electronic indicator tone (“beep”) or otherwise advising the Customer that the call is being recorded. FXDD is not responsible or liable if the tapes of the telephone calls are erased or never recorded because of error, omission or for any other reason. FXDD is also not liable should user name and Account information be obtained knowingly or unknowingly by a third party and as a result, deals done in the name of the Customer without his or her knowledge or authorisation. Customers are responsible for protecting the confidentiality of their user ID and other identifying account information

- 44.15 Transactions in other jurisdictions include an inherent risk. Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.
- 44.16 Off-exchange transactions. In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions and the firm with which you deal may be acting as your counterparty to the transaction. FXDD functions as a direct counterparty to Customers in currency transactions. FXDD neither offers the right to offset, nor guarantees a market in which to offset. Therefore, it may be difficult or impossible to liquidate a position, to assess its value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with the applicable rules and attendant risks.
- 44.17 FXDD has limited liability. The Customer agrees and acknowledges that FXDD shall not be liable to the Customer for any claims, losses, damages, costs or expenses, including attorneys’ fees caused directly or indirectly by any events, actions or omissions, without limitation, claims, losses, damages, costs and expenses, including attorney’s fees, resulting from civil unrest, war, insurrection, international intervention, governmental action including, without limits, exchange controls, forfeitures, devaluations and nationalizations, natural disasters, acts of God, market conditions, communication problems or any delay, disruption, failure of any transmission or communication system or computer hardware or software application whether supplied and belonging to FXDD or from a third party vendor that the Customer and FXDD rely on to conduct execution and reporting services.
- 44.18 The Terms and Conditions will outline procedures and policies regarding trading and setting up an account with FXDD a. All Customers are required to read, understand and adhere to these rules and regulations. FXDD reserves the right to change any rules or regulations at its sole discretion and at any time with which all Customers must comply. Customers may or may not receive notice of such changes but such changes will be posted on FXDD’s website.

GENERAL TRADING RULES AND REGULATIONS

45. GAPPING

Sunday's opening prices may or may not be the same as Friday's closing prices. At times, the prices on the Sunday open are near where the prices were on the Friday close. At other times, there may be a significant difference between Friday's close and Sunday's open. The market may gap if there is a significant news announcement or an economic event changing how the market views the value of a currency. Traders holding positions or orders over the weekend should be fully comfortable with the potential of the market to gap.

46. ORDER EXECUTION

If the requested price of a Stop order is reached at the open of the market on Sunday, the order will become a Market order. Limit Entry orders are filled the same way as Limit orders. Stop Entry orders are filled the same way as Stops.

47. DELISTING

If Company is notified that a security you hold in your Account is likely to be delisted, FXDD will promptly inform you, and then promptly sell the security on your behalf at such time and price, and in such manner, as it determines.

48. CORPORATE ACTIONS

Corporate Actions refer to an event or matter that will bring about a change to the Securities that the Customer holds, such as a rights entitlement issue. This includes but not limited to stock splits, reorganizations, mergers, take-over offers (and similar), name and symbol changes, dividends, option symbol changes and option deliverables, and any available insurance coverage, including the limitations on such coverage. Furthermore:

- (i) In its sole and absolute discretion, FXDD will make an effort to adjust Customer's account in respect of a Corporate Action depending on the circumstances of each event attributable to any specific Security held by the Customer. Such adjustment shall be calculated by FXDD, net of any taxes which may apply with respect thereto. FXDD will make best efforts to effect such adjustment on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice and/or taking into account the treatment received from our counterparties or any relevant third party. Nothing contained herein shall be construed as an obligation of FXDD to provide Customer such a right resulting out of a Corporate Action.
- (ii) Once FXDD receives from any third party any periodic payments accruing to Customer's account, such as dividends on behalf of the Customer, FXDD will credit them to Customer's account on or shortly after the date the funds are received by or on behalf of FXDD, converted to the base currency used for Customer's account. The payer may deduct tax from the payment before we receive it, in order to comply with applicable law. Applicable law may also require FXDD to deduct tax from the payment before it, or the balance, is credited to Customer's Account and/or before the payment (or the remaining balance) is remitted to Customer from the account.
- (iii) If the Security becomes subject to an adjustment as the result of a takeover or transformation action, FXDD may determine the appropriate adjustment to be made to the Security price or contract quantity as we consider appropriate to account for said event, all according to our sole discretion. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you next to the time of the action.
- (iv) FXDD reserves the right to close out any open positions at the market price as soon as practical following such Corporate Event taking place in order to make any required adjustment (price, quantity or any other adjustment) resulting out of the Corporate Action.
- (v) FXDD is not obliged to notify Customer of or arrange attendance at any annual general meetings

- or extraordinary general meetings applicable to Customer's Securities, and/or arrange the exercise of any voting rights attaching to Securities.
- (vi) It is Customer's sole responsibility to ensure there are sufficient funds in your account to satisfy any purchase of Securities pursuant to a Corporate Action
 - (vii) Where Securities or cash are due to Customer as a result of a Corporate Action as determined in FXDD's sole discretion, these will be credited to Customer's account as soon as possible after they received by us, net of any commission, payment and applicable tax. Where a Corporate Action results in a fractional entitlement to part of a Security, then we may aggregate those fractional entitlements and sell such fractional Securities and credit your account with a cash value which may be subject to a minimum charge. Details of this charge are set out in the Fees Page.
 - (viii) Where Corporate Actions affect some but not all Securities held in a pooled account, FXDD shall allocate the Securities which are affected to relevant Customers in such a fair and equitable manner as FXDD considers reasonably appropriate.
 - (ix) Any income payments or tax credits that FXDD collects on your behalf will be credited to your account as soon as is practicable. We will not be liable for any loss of interest due to any delay outside our control in crediting any income to your account. Income payments will usually be credited in cash net of applicable taxes
 - (x) FXDD will not be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your Securities we hold on your behalf.
 - (xi) FXDD may at, our election, claim or reclaim tax credits on dividends or other income on Securities.
 - (xii) As we will hold your Securities in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the Securities were held in your own name or not pooled.
 - (xiii) FXDD will reflect a Corporate Action on Customer's account as soon as practicable after FXDD have received confirmation that the Corporate Action has been completed from our custodians.
 - (xiv) If FXDD is notified of a class action or group litigation that is being proposed or taken concerning Securities that we are holding on Customer's behalf, we are not required to tell you about this or otherwise act on that notification.

49. TRADING HOURS

The normal trading week begins at 17:00 (5:00 PM EST) on Sunday and ends at 16:00 (4:00 PM EST) on Friday (times are subject to change). FXDD will announce and display a holiday schedule on the www.fxdd.com website when dealing will not take place. In the event of a holiday, FXDD will pre-announce the start-up time when trading will resume in advance and display the information on the www.fxdd.com website. FXDD reserves the right at its sole discretion to conduct special technical maintenance, during which time, trading electronically may not be available.

50. DEPOSIT AND ACCOUNT INFORMATION

Deposits can be made via a wire transfer. Funds are not available for trading until they are cleared funds and posted to the Customer's trading account (please see PAYMENT INSTRUCTIONS below). All bank fees such as wire transfer fees into and out of the Account will be debited to the Customer's trading account as they occur. In instances where the Customer is closing an account with instructions to wire the remaining balances, the wire transfer fee will be deducted from the final account balance forwarded to the Customer. Deposits are accepted in USD, JPY, EUR, and GBP. FXDD does not accept any cash or cheques and Customers are informed that any cheques received by any Customer shall not be returned to the Customer but will be immediately destroyed. FXDD does not accept any responsibility for any cheque received. All deposits methods are available on the Customer Portal.

51. REDEMPTIONS

Before any payment from an account is made, the Customer is required to e-mail an FXDD Redemption Form to redemptions@fxdd.com.mt. Under NO CIRCUMSTANCES will FXDD accept a payment or deposit into an account by a person or entity other than the person or entity whose name appears on the account unless FXDD's compliance department has specifically approved the deposit. Under NO CIRCUMSTANCES

will FXDD make payment to a person or entity other than the person or entity whose name appears on the Account unless FXDD's compliance department has specifically approved the payment. Under NO CIRCUMSTANCES will FXDD transfer funds from one account with FXDD to another account at FXDD with different account authorisation information unless FXDD's compliance department has specifically approved the transfer.

52. TELEPHONE ORDERS

FXDD have qualified staff that can execute Customers orders over the telephone. Telephone execution is intended only for those circumstances when trading via the FXDD Internet Trading Platform is not available due to technical problems or in situations when the Customer has no other connectivity option. The Trade Execution desk can be reached by calling (+356) 2013 3939. The following steps should be used to transact via the telephone: The FXDD representative will ask for the Customer's **User Name** and **Account Number** from the Customer and confirm the match and confirm the identity of the Customer. Once confirmed, the FXDD will ask for the Customer's **Order**. (i.e. **"What is your Order?"**). The Customer should provide the desired **Order Type, Deal Action, Number of Lots, Currency Pair and Price** (if not a Market Order). For example:

- a. **"Market Order to Buy 5 lots of EUR/USD"** (NOTE: "at the market" is implied with Market Orders);
- b. **"Stop Loss Order to Sell 1 lot of USD/JPY at 118.00"**.

If the Customer asks for a market price and the FXDD representative quotes a price, the customer acknowledges that the price as quoted is purely indicative. The actual price the customer deals at may or may not equal that price. For the best and quickest results, FXDD requires that the Customer speak in English and to wait for FXDD Customer authorization before giving the order details. FXDD will repeat the order details or ask for the Customer to repeat the order if there was a problem with the original communication. For example, the FXDD representative may say, **"We will buy 5 lots of EUR/USD at the Market"**. If the details are correct, respond **"Agreed"**. After the order is executed, the FXDD representative will indicate that the deal was **"Done"** and relay the deal details back to the Customer including the deal price, the amount the currency pair and the Deal ID. The FXDD representative will ask for Acceptance by the Customer. Again the Customer should respond **"Agreed"** to acknowledge the details. The FXDD representative will enter the details into the Account for the Customer. It is the Customer's obligation to confirm that the deal was entered and properly reported in the Account upon the next subsequent log-in. FXDD dealers have discretion to refuse to take orders other than Market orders if conditions require.

53. TRADE DISPUTES

In the event of a trade dispute, it is the responsibility of the customer to contact a FXDD representative in a timely manner via e-mail (support@fxdd.com) or the telephone at (+356) 2013 3933. The Customer should specify the deal ID or deal number, the specific dispute with the trade and any other information relating to the deal in question. Upon knowledge of the details of the dispute, an FXDD representative will analyse the deal and price logs and respond directly to the client. FXDD cannot settle disputes that are not brought to the attention of FXDD representatives in a timely manner. For example, should a Customer knowingly delay reporting a trade dispute in an attempt to benefit from a "free option" as a result of the problem, the Customer would be considered responsible for the transaction. In addition, disputes submitted after additional deals have been done in the Account, may subject the Customer to waiving his right to partial or full restitution.

54. SYSTEM MANIPULATION

It is expressly prohibited to directly or indirectly use any device, software program, script or other artifice to manipulate, alter, interfere with or in any way attempt to manipulate, alter, or interfere with the normal functioning of any electronic trading system, platform, data feed, price feed, software program, connection speed or other interface, device, platform or software program of any type or kind made available to you, the customer, by FXDD in connection with trading on a trading platform made available

by FXDD. Such prohibition extends to, but is not limited to, efforts to buy at the bid, sell at the offer, buy or sell between the published spread or otherwise trade on off market prices by taking any action, directly or indirectly, that interferes with, jeopardizes, compromises, slows down, accelerates, impedes or interrupts or in any way, attempts to interfere with the normal functioning of any FXDD operational and/or dealing activity, system, platform, execution or pricing function. Should FXDD determine, in its sole judgment, that a prohibited activity has taken place, FXDD reserves the right to immediately cancel all trades in the account, close or otherwise disable the account, terminate the customer agreement, report the activity to an appropriate law enforcement agency and/or regulatory agency and reverse all gains shown in the account resulting from or related to your touching upon the prohibited activity. Customers are liable for all expert advisers, scripts, software programs, algorithms or other artifices, technology or devices used in connection with trading on any platform made available to you, the customer, by FXDD.

55. ARBITRAGE

There are certain situations, including, but not limited to, internet issues, connectivity delays and/or price feed errors, where prices displayed on the Trading Platform or any other licensed trading platform are inaccurate and do not reflect proper market rates. Taking advantage of these Internet delays or issues, otherwise known as latency arbitrage or “scalping,” is a detrimental manipulation of the OTC market and cannot be permitted where clients directly buy or sell from the market maker. Therefore, the practice of latency arbitrage is strictly forbidden and constitutes a material breach of the Agreement. FXDD reserves the right to revoke any transaction that relies upon price latency arbitrage opportunities. FXDD further reserves the right to amend, correct, or adjust as necessary any account involved in arbitrage. At FXDD’s sole discretion, any such accounts may be subject to risk desk intervention including specific approval of any and all orders or even termination of an account, including any other related account established by the Client. Any dispute arising from such arbitrage and/or manipulation will be resolved in FXDD’s sole and absolute discretion. Until such matters reach a resolution, FXDD reserves its right to place a hold on any account withdrawals. Notwithstanding any actions or resolution, it may have under this provision, FXDD expressly reserves its right to further pursue any and all rights and remedies it may have against the Client. Nothing stated herein shall act as a waiver or prejudice such rights or remedies.

56. COMPLIANCE ACCOUNT DISABLING

FXDD reserves the right to disable, with or without notice, any Customer Account suspected by FXDD’s compliance department to be in violation of any anti-money laundering or applicable financial regulator laws, rules or regulations.

Schedule 1 – Trading FX/CFDs

1. This Schedule A sets out the specific terms that will apply to you when you trade CFDs on the Online Trading Platform. The terms in this Schedule A apply to you in addition to the General Terms and Conditions, which apply to all of our services and not just to CFD trading. Capitalised words in this Schedule A will have the same meaning which are given to those word in the General Terms and Conditions. If a term of this Schedule A conflicts with or differs from a term in the General Terms and Conditions, this Schedule A will apply.
2. A contract for difference ("CFD") is a financial product which allows you to trade on the price movements of an underlying product for example shares, forex, indices, commodities, or cryptoassets. When you trade a CFD, you are agreeing to exchange the difference in the price of an underlying product from the point in time when your position is opened to when it is closed.
3. FXDD may act as principal or on a matched principal basis when providing you with the CFD Trading Services. This means we will be the counterparty to your trades.
4. Where you buy and sell complex products, such as CFDs, we are required to assess the appropriateness of the product by taking into account your trading knowledge and experience ("Appropriateness Assessment"). Please refer to clause 7.2 of the General Terms and Conditions for more information on how we carry out the Appropriateness Assessment.
5. We allow you to trade CFDs using leverage. Trading with leverage means you can make money quickly, but you can also lose money quickly. You can find out more about what leverage is in our General Risk Disclosure and on our website.
6. If you are a retail client, we will make sure that you do not lose more money than what you have deposited into your account when you trade CFDs, as required under any Applicable Law. This is called "negative balance protection".
7. When you trade a CFD, you will have an economic exposure to the underlying product of the CFD, but you will not have legal ownership of any underlying products. For example, if you trade a CFD over shares, you will not have the rights which legal owners have, such as voting rights or rights to dividends. However, we may carry out adjustments if a "Corporate Event" occurs. Please see paragraph 11 – "Corporate Events" below for more information.
8. The key risks of CFD trading - CFDs are complex derivative products and come with a high risk of losing money quickly due to leverage. Trading with leverage magnifies your gains and losses, so small price changes in the underlying product can result in large losses or gains. It is therefore possible that you may lose more than your deposit in a trade. We provide more information on leverage in paragraph 7 - "Using leverage and margin".
9. The underlying assets of CFDs are often made up of equities, foreign exchange, commodities, cryptoassets and similar products. The markets of these products can be volatile, which means the prices of the products can change rapidly, and are therefore unpredictable.
10. You should only trade CFDs if: (a) you have sufficient and relevant knowledge about or experience in, trading in volatile markets; (b) you have time to manage your transactions on an active basis; (c) you fully understand how CFDs work (including all associated risks and costs), are aware that the use of margin or leverage creates greater risks, (d) you understand that there are situations where we will be able to close out your transactions without giving you notice; (e) you are trading with money you can afford to lose; (f) you have a high-risk tolerance; and (g) you want to gain short term exposure to a product/market.

11. You should ensure you fully understand the risks involved before using our Services and, if required, take appropriate investment, financial, legal, tax and other necessary professional, independent advice. More information on the risks associated with trading CFDs is set out in our Risk Warning Disclosures. You should read this document and fully understand the risks before entering into this Agreement.
12. Please refer to clause 5 of the General Terms and Conditions, the General Risk Disclosure, our website for more information on the key risks of using our services.
13. Best Execution - We are bound to comply with our Best Execution and Order Handling Policy when executing your trades. Please refer to clause 6 of the General Terms and Conditions for information on how we comply with our best execution obligations to you.
14. Conflicts of interest - We are required to act in your best interest when providing our services. However, there may be instances where your interest conflicts with our interests, or with another client's interest. For example, with respect to CFD trading: (a) we set both the sell price and the buy price of CFDs, both of which are quoted on our platform; and (b) when you enter into a CFD transaction, we may or may not purchase or sell the underlying product. If we buy the underlying product, we may have rights, for example voting rights if we are a shareholder, which we can exercise without notifying you.
15. Please refer to clause 7 of the General Terms and Conditions for more information on the conflicts of interest that may apply to our services.
16. Using leverage and margin - We allow you to trade CFDs using leverage. Leverage is a form of borrowing which allows you to deposit only a part of the cost of your transaction upfront. This deposit is called "margin" and is used by us as security against any potential losses you may incur. The more leverage you use, the less margin you need. Money being used as margin cannot be taken out of your account.
17. Different amounts of leverage apply to different underlying products. Applicable Law sets maximum leverage amounts, but we can decrease the leverage we offer at any time. The amount of leverage which you can access at a particular point in time can be viewed on our website.
18. If you are a retail client, we are required by law to limit the amount of leverage that you can apply to certain transactions and set a minimum margin requirement. Professional clients will not be subject to these restrictions. The nature of these restrictions will depend on where you are resident, and are likely to vary depending on the underlying asset that you are trading. Where transactions were executed with a leverage or margin that is no longer permitted in the country where you live, we may close any or all of your open positions without further notice to you and we may also close your Trading Account. This may result in a profit or a loss to you.
19. We will calculate your margin on a position by position basis. The money available as margin on a position, cannot equal less than 50% of the money that you might lose on that open position at any time. Where you do not have enough margin available, we may require additional margin to secure your trades.
20. It is your responsibility to monitor the money in your account against your potential losses, the margin required, and whether your position is close to your stop level, as we will not notify you when this happens. If you do not have enough money in your Trading Account to meet the margin requirement on a certain position, you should: (a) close your open position to stop you losing more money; (b) partially close your positions; and/or (c) adjust your stop levels. The ability to adjust your stop levels is subject to you having the appropriate funds in your account. Unless you carry out one or more of the above steps, your trade will be closed irrespective of the total money available in your Trading Account or the performance and balance of your other open positions.
21. We may change our margin requirements and leverage ratio at any time, at our sole discretion, including

in order to comply with Applicable Law. One margin demand does not preclude another. Any amount needed to meet the new requirements must be satisfied in the currency we specify. The adjustment should be made immediately unless we specify a future date and/or time by which the adjustment must be made.

22. FXDD may close your orders where you have placed a stop loss on your CFD trade, and the stop price has been reached. Furthermore, we may close your orders and trades where you do not have the required margin in your account or you do not meet the margin requirements, as described above. We may do this without further notice to you, and you may make a profit or a loss as a result. We may also close your orders in special circumstances, as described in the "Corporate Events" section below.
23. Fees and costs - Please refer to clause 18 of the General Terms and Conditions for information on the fees and costs which apply to all transactions on the Online Trading Platform. As detailed on our website and in clause 18 of the General Terms and Conditions, where you trade CFDs, we will charge or credit your account with an overnight fee/credit each time you keep a position open after trading hours, including on public and bank holidays. If you keep your position over the weekend, we will charge/credit you for three nights for positions carried over. The overnight fee/credit will be taken/added out of the available balance in your Account. How the overnight fee/credit is calculated will be different depending on your underlying product, the amount of leverage being utilised, and whether you are entering into a buy or a sell trade. Our overnight fees/credits are subject to change and can be viewed on our website, and the overnight fee relevant to your order will also be displayed to you when you open a position and on our fees page.
24. A "Corporate Event" is something which will result in a change to one or more financial instruments. Examples of Corporate Events include, but are not limited to, share consolidations, share splits, reorganisations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, insolvency, de-listings and changes to Applicable Law or regulation. If a Corporate Event impacts the underlying product of a CFD in your Account, we will use reasonable endeavours to adjust the open positions on that CFD, in a fair way and in accordance with market practice, and/or taking into account the treatment we may receive from our counterparties or any relevant third party and the deduction of any taxes applicable. The adjustments we carry out will depend on the circumstances of each event, and is according to our sole discretion, however we are not obliged to do this. Adjustments may include changing the price or the quantity of CFDs that you have in your account to reflect the economic rights that you had prior to the Corporate Event occurring.

However, we reserve the right to close any open CFD positions where the underlying product is impacted by a Corporate Event (including delistings and insolvency) in a fair way and taking into account the treatment we may receive from our counterparties and/or any relevant third party. In this respect we may make any required adjustment (price, quantity or any other adjustment) resulting from the Corporate Event as may be applicable. We may close your open positions prior to or following such Corporate Events, at our sole discretion.

Schedule 2 – Trading Securities

1. This Schedule B sets out the specific terms that will apply to you when you invest in securities on the Online Trading Platform. The terms in this Schedule B apply to you in addition to the General Terms and Conditions, which apply to all of our services and not just securities trading. Capitalised words in this Schedule B will have the same meaning which are given to those words in the General Terms and Conditions and/or Glossary.
2. Our securities trading service - You can buy and sell shares and units in exchanged traded funds ("ETFs") on our platform, as well as other securities that we may offer from time to time.
3. We may act as principal or on a matched principal basis when providing you with the securities trading services. This means we will be the counterparty to your trades.
4. Where you buy and sell non-complex products, for example, shares, we are not required to assess the appropriateness of the product or service that we provide to you and in such case, you will not benefit from the protection of the MFSA rules on assessing appropriateness.
5. Securities such as shares are held in custody. We may be required to give your details (including your email address) and details of your shareholding to the company registrars. By trading securities on our platform, you consent to us providing your identifying information to any requesting service provider of the company.
6. Limitations to our securities trading service. We may provide factual market information and information in relation to any securities at your request. However, we are not obliged to disclose such information to you and, if we do supply this information, it does not constitute investment advice.
7. We will not be liable to you for any act or omission of any such third-party including but not limited to information provided by such third-party, except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third-party.
8. The Online Trading Platform is not an exchange or a market. This means that you can only enter into trades and investments with us on the platform, and not third parties. Therefore, our services are limited to you buying a security on our platform, and selling that security on our platform. You will not be able to transfer the securities out of your Trading Account, including for the purposes of selling that security on another platform or to another person.
9. We do not permit "US persons" (as defined by the Internal Revenue Service "IRS") to invest in securities on our platform. If we allow you to trade in securities and then identify you as a US person, we may close any open positions you may hold and then block or close your Trading Account. We may also be required to deduct US withholding tax on income and gross proceeds from your investments in listed US securities on our platform.
10. If you are not a US person, we will ask you to sign a W-8BEN form before we accept an order from you to invest in shares which are listed in the US. If you have not previously provided us with a valid W8BEN, and you already hold US shares, we will ask you to complete a W-8BEN. If you do not return the signed and completed W-8BEN form before the date we specify, we reserve the right to sell your US shares. You have an ongoing obligation to inform us if you are no longer eligible for W-8BEN status. We will apply the default rate of taxes applied by the relevant tax authorities.
11. The key risks of securities trading 3.1 All financial products carry risk, and even trading non-complex products, such as securities, will have a degree of uncertainty. The securities markets can be volatile,

which means the prices of the securities can change rapidly, and therefore are unpredictable, which means that securities dealing is not suitable for everyone.

12. You should ensure you fully understand the risks involved before using our Services and if required take appropriate investment, financial, legal, tax and other necessary professional, independent advice.
13. Best Execution Please refer to clause 6 of the General Terms and Conditions for information on how we comply with our best execution obligations to you.
14. Please refer to clause 32 of the General Terms and Conditions for information on how we manage conflicts of interest that may apply to our services.
15. We execute your orders as soon as reasonably practicable, but sometimes there will be a delay between when we receive your order and when we are able to execute it. Where a delay occurs, there may be a difference between the market price of the securities that you were quoted and the market price on the exchange, which may or may not be to your benefit. The exchange is not required to accept your order, and is not required to execute your order at the price that you were quoted.
16. Each order that you make is binding on you even where you have exceeded any limit on our platform, and you must pay any sums due on any transaction immediately once the transaction has been entered into.
17. You are responsible for monitoring your orders until they are confirmed or cancelled, as we may not provide you with explicit written notification. You should contact us immediately if you are unsure about the status of an order.
18. Please refer to clause 18 of the General Terms and Conditions for information on the fees and costs which apply to all transactions on the Online Trading Platform. We may charge you for the provision by us to you of Market Data which relates to securities. Additional charges may also be incurred by you in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and, where appropriate, will be deducted from your account.
19. Your security investments will settle in accordance with local markets. This is generally on a T+3 basis.
20. If you invest in a security, the consideration for the transaction and all applicable fees, charges and taxes for that transaction will be deducted from your account at the time of execution of the transaction. The security will be available for sale on your account prior to settlement of the transaction and your account will reflect this. Should the transaction fail to settle, we may reverse the transaction, return any fees, charges and taxes for that transaction and amend your account to reflect the same.
21. In the event of our insolvency, you may not have title to the securities that you have bought on the Online Trading Platform, where settlement has not yet occurred. This is the case even if the securities which you have bought are shown as available in your Trading Account. In these circumstances, you will be entitled to the amount that you paid for the securities, which will form part of your client money.
22. We are not liable for any losses, costs or expenses that you suffer as a result of any delay or change in market conditions either before we execute an order or before a transaction settles.
23. You instruct us to arrange for any securities which you have bought on our platform to be held on your behalf until we receive further instruction from you to sell that security. This is called "custody", and means that we will be your "custodian". We will hold the securities on your behalf in accordance with the Applicable Law, or may arrange for the custody services to be provided by another company (this is called a "sub-custodian"). We are not liable for any acts, omissions, insolvency or dissolution of the sub-custodian, unless any losses which you incur have been caused by our fraud, wilful default or gross negligence.

24. When holding such securities on your behalf, we take measures to ensure their protection and for safeguarding your ownership rights, including: (a) keeping records and accounts enabling us at any time and without delay to distinguish assets held for you from assets held for any other client and from our own assets; (b) maintaining our records and accounts in a way that ensures their accuracy and, in particular their correspondence to the securities held for you; (c) conducting, on a regular basis, reconciliations between our internal accounts and records and those of sub-custodians; and (d) taking steps to ensure that any securities deposited with a sub-custodian are identifiable separately from any of our assets or any of the sub-custodian's assets.
25. Detailed records of all your securities held by the custodian or sub-custodian will be kept by us at all times to show that your securities are held on your behalf, for your benefit and do not belong to the custodian or any sub-custodian. We exercise all due skill, care and diligence during the selection, appointment and periodic monitoring of the sub-custodian and over the arrangements for the holding and safeguarding of the securities. Where your securities are deposited for safekeeping with a sub-custodian, there may be instances, if this is required by the law of the country where the securities are held, that the sub-custodian may have a security interest, lien or right of set-off over your securities enabling such sub-custodian to dispose of your securities, in order to recover debts that do not relate to you or the provision of services to you. Your securities will be pooled together with our other clients' securities (we call this an "Omnibus Account") with a third party depository in the name of Triton Capital Markets Ltd. on behalf of our clients. In such case, it may not be possible to separate your securities from those of other clients. In the event of the insolvency or any other analogous proceedings in relation to that third party, we 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 us from the third party is insufficient to satisfy the claims of the client with claims in respect of the relevant account. We do not accept any liability or responsibility for any resulting losses.
26. This also means that if we or our third-party nominee becomes insolvent, your securities may not be immediately identifiable by separate certificates, physical documents, or equivalent electronic entries on the register. Instead any claim will be against the Omnibus Account, and therefore more time might be needed for us to identify which securities are yours, and which belong to a different client. As additional time might be needed, this might increase your risk of losing money. In addition, if there is an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.
27. If you have not instructed us about the securities in your Trading Account (e.g. to sell the securities) and we are unable to trace you despite having taken reasonable steps to do so we will stop treating your securities as client assets after a prescribed period of time, in accordance with Applicable Law. We will try to contact you before we do this.
28. A "Corporate Event" is something which will result in a change to one or more financial instruments. Examples of Corporate Events include, but are not limited to, share consolidations, share splits, reorganisations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, insolvency, delistings and changes to Applicable Law or regulation.
29. If a Corporate Event impacts a security in your Trading Account, we will use reasonable endeavours to adjust the securities in your account in a way that is fair and which aligns with market practice, depending on the circumstances of each event and according to our sole discretion, although we are not obliged to do this. Adjustments may include changing the price or quantity of securities in your account, to reflect the economic equivalent of such rights. We reserve the right to close out any open positions impacted by a Corporate Event (including delistings and insolvency) in a fair way and taking into account the treatment we may receive from our counterparty and/or any relevant third party. In this respect we may make any required adjustment (price, quantity or any other adjustment) resulting from the Corporate Event as may be applicable. We may close out open positions prior to or following such Corporate Events, at our sole discretion.

30. Actions taken by us to adjust the securities in your account after a Corporate Event may create tax liabilities for you. We may deduct tax when making adjustments, however it will be your responsibility to satisfy these liabilities if we did not make such deduction. We may claim or reclaim tax credits on dividends or other income on securities. If you are holding securities, such as shares, which grant you the right to receive a dividend or interest payment from a company, provided that you have held such shares prior to and on the relevant exdividend date, we will pay this money into your Trading Account on receipt by us. We may deduct from this payment any applicable tax however it will be your responsibility to satisfy these liabilities if we did not make such deduction. If the underlying market on which your security is traded is suspended, you will not be able to place any sell orders on those securities, and we will not be able to execute any sell orders which you have already placed on those securities until the market recommences trading. We cannot guarantee that your order will be executed immediately when the market recommences trading, and we may be required to wait until there is enough demand to buy your security.
31. Where a Corporate Event results in a fractional entitlement to part of a security, we will use reasonable endeavours to aggregate those fractional entitlements, and sell those fractional securities and credit your account with a cash value which may be subject to certain fees and charges. However, we are not obliged to do this.
32. Where a Corporate Event, such as partial redemptions, affect some but not all products held in an Omnibus Account, we will use reasonable endeavours to allocate the products which are affected to relevant clients in a fair way and in accordance with market practice. However, we are not obliged to do this.
33. Where Corporate Events affect some but not all securities held in a pooled account, we shall allocate the securities which are affected to relevant clients in a fair and equitable manner as we reasonably consider is appropriate. As we will hold your securities in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the securities were held in your own name or not pooled.
34. Where you terminate your relationship with us and provide us with instructions for closing your account, we will arrange for your securities to be sold as soon as reasonably possible in accordance with this Schedule B and the General Terms and Conditions of your Trading Account with us. We will hold the proceeds of the sale as client money an account in your name. We will charge fees and any other applicable charges and taxes on the sale of your securities. Where securities are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. We are not responsible for any shortfall that arises. Any shortfall will be borne by you.
35. You acknowledge, accept, and expressly consent to us lending any securities held on your behalf to any third party. If we receive income or benefits (including stock lending fees and interest on posted collateral), we are not obliged to pass on such income or benefits to you. Where we lend out your securities, this may limit your ability to exercise voting rights (if any) relating to that security. Such lending to the extent conducted, will be offered in accordance with any Applicable Laws.