FxPro
Trade Like a Pro

FxPro →

Client Agreement

CONTENTS

1. INTRODUCTION	2
2. SCOPE OF THE AGREEMENT	2
3. COMMENCEMENT, DURATION OF THE AGREEMENT AND RIGHT TO CANCEL	2
4. THE SERVICES WE PROVIDE	3
5. OPENING AN ACCOUNT	3
6. FXPRO PLATFORMS	4
7. SECURITY, AUTHENTICITY AND ACCESS	5
8. INSTRUCTIONS AND ORDERS	5
9. UNDERSTANDINGS OF BOTH PARTIES	7
10. CONFLICTS OF INTEREST	8
11. YOUR MONEY	8
12. COSTS AND CHARGES	10
13. TAXATION	12
14. CONFIDENTIALITY AND DATA PROTECTION	12
15. OUR COMMUNICATIONS WITH YOU	13
16. YOUR CONSENT	14
17. RECORDING OF COMMUNICATIONS	14
18. REPRESENTATIONS AND WARRANTIES	15
19. MARKET ABUSE	16
20. EXCLUSION OF LIABILITY	16
21. INDEMNITY	17
22. EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE)	17
23. AMENDMENTS TO THE AGREEMENT	19
24. TERMINATION	19
25. GOVERNING LAW AND JURISDICTION	20
26. GENERAL PROVISIONS	20
Schedule A: Glossary	22

Trade Responsibly: Contracts for Difference (**'CFDs'**) are derivative financial products that are traded on margin (**'Leveraged Products'**). Trading on margin carries a significant level of risk since leverage can magnify your profits as well as your losses. Thus, Leveraged Products may not be suitable for you as you may lose all your invested capital. You should not risk more than you are prepared to lose. If you are unsure about trading, you may wish to seek independent advice first. Please read carefully our 'Risk Disclosure Notice' for further details on the risks of trading Leveraged Products.

1. INTRODUCTION

1.1. This Client Agreement (the **'Agreement'**), including the Schedules as amended from time to time, is the document which governs the relationship between you (also referred to as **'Client'**, **'your'** and **'yourself'**, as appropriate) and **FxPro** (also referred to as 'we', 'us', 'our' and 'ourselves', as appropriate).

1.2. FxPro is the brand and trading name of Costa Rica Markets Ltd. which is a private limited company incorporated in Costa Rica.

1.3. **For your benefit and protection, please ensure you take sufficient time to read the Agreement as well as any other additional documentation and information available to you via our Website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification or seek independent professional advice (if necessary).**

2. SCOPE OF THE AGREEMENT

2.1. By accepting these terms, you enter into a legally binding agreement with us. You acknowledge that you have read and understood the terms of the Agreement.

2.2. A glossary of any capitalised terms can be found on **Schedule A** to this Agreement.

2.3. The Agreement includes, in addition to any Schedules and the information completed by you through the Website (the **'Account Opening Application Form'**), any information provided to you during the registration procedure.

2.4. Please note that there are other documents and information available on the FxPro Website, which do form part of the Agreement and provide more details on us and your activities carried on with us, such as:

a) the '**Order Execution Policy**' that explains how trades are executed;

b) the '**Risk Disclosure Notice**' that summarises the key risks involved in investing in CFDs;

c) Account types, contract specifications and trading conditions for the different instruments offered.

There are additional documents and information available to you on the FxPro Website and through our trading platforms, which contain useful information but are not part of the Agreement. These include the following:

d) the '**Privacy Policy**' that explains how we deal with certain information you provide to us; and

e) various instructions, guides and working examples.

It is our intention that the Agreement contains all the terms and conditions that govern our relationship and your activities with us; that the Agreement overrides any other previous agreements, arrangements, expressed or implied statements made by us; and that any acts, omissions or representations (oral or otherwise) made by you or us, including any of our employees with whom you may have dealt, shall not amend or take priority over the Agreement.

3. COMMENCEMENT, DURATION OF THE AGREEMENT AND RIGHT TO CANCEL

3.1. The Agreement shall commence once we, via FxPro, have informed you about your account being activated and your profile has been verified. This occurs once we have completed due diligence and satisfied our legal and regulatory requirements.

3.2. You have the right to cancel the Agreement by giving us notice in writing within the first fourteen (14) days of your account being activated. We will return to you any amount you have transferred to us, subject to you not having entered into any trades via our platform(s).

3.3. Where the Agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in the 'Termination' section of this document.

4. THE SERVICES WE PROVIDE

4.1. We will offer you, on an execution-only basis, access to trading several instruments in the form of CFDs (i.e. Contracts For Differences - also referred to as '**Leveraged Products**'). Please visit the FxPro Website for a detailed description of the instruments we offer and the contract specifications.

4.2. We will act as a principal at all times. This means that we are the counterparty to all Client trades. Further information can be found in the 'Order Execution Policy'.

4.3. We do not provide investment, financial, legal, tax or regulatory advice nor do we provide any other form of recommendation. You understand that you shall make your own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees, or other related parties as being advice or recommendation. If you are unsure whether you should proceed with this Agreement, you may wish to seek independent advice.

4.4. We do not offer investment research, and any material containing market analysis is considered marketing communication and should not be construed as advice, recommendation or research.

4.5. FxPro may offer Copy Trading Services to clients, allowing them to replicate the trades of selected Clients. It is important to note that these Copy Trading Services do not constitute discretionary portfolio management or investment advice from FxPro. You understand that you are solely responsible for your own investment decisions and should not rely solely on the performance of the traders being copied. Furthermore, you are solely responsible for assessing the traders before copying them. We offer Copy Trading as an execution-only service only, and we do not provide any guarantees or warranties regarding the performance or outcomes of Copy Trading Services.

4.6. To provide you with Copy Trading Services, FxPro may rely upon third-party Software. It is important for you to read and understand clause 6.3 which contains relevant information about the Software.

4.7. You understand that CFDs are derivative products, and therefore you will not be entitled to own any underlying instrument. You also understand that no physical delivery of any underlying asset shall occur.

4.8. You can trade CFDs on any of the financial instruments on offer during our normal trading hours, which are specified for each instrument on the FxPro Website under 'contract specifications'. It is your responsibility to review these contract specifications, prior to trading. You will be notified of any FxPro holidays either through the internal e-mailing system or via other means, such as through the FxPro Website.

4.9. We will only provide you with our services in accordance with our policies and procedures as long as we are not in breach of any legal requirements. There can be instances where we will not be able to provide you with a reason for refusing the provision of our services; for instance, where doing so would constitute breaking the law. Examples of when we will not provide services (or cease providing services) to you include instances (i) where we reasonably believe that you are abusing any of our offerings (e.g., where you are involved in latency abuse, insider trading or abusing Negative Balance Protection), (ii) where there is a legal justification for doing so, or (iii) where you have been using inappropriate/defamatory language towards our staff. In addition, we will not provide services where FxPro internal risk limits no longer permit the acceptance of any further orders on specific instrument(s), except for closing already open trades/positions; please refer to the 'Order Execution Policy' for further details.

5. OPENING AN ACCOUNT

5.1. Following receipt of your 'Account Opening Application Form', we will use the information you have provided us with to conduct further enquiries about you as we may deem necessary or

appropriate in the circumstances for us to fulfil our legal obligations. This may include, but it is not limited to, verifying your identity information, obtaining references from third party databases, other financial institutions, or your employer. In some instances, either on a sample basis or where we have a reason to believe that further searches are necessary for us to satisfy any legal or regulatory requirement, we will conduct other searches with third-party information providers and databases (public or otherwise). You understand that such enquiries can be conducted at any stage of the relationship, and we expect you to assist us with any additional information, as failure to do so would lead to termination of the relationship between you and us in accordance with the terms of the Agreement.

5.2. You are responsible for providing us with correct and accurate information and we can rely on the information you have provided us, both during on-boarding in the 'Account Opening Application Form' as well as throughout our relationship, unless we have reasons to believe that the information you have provided us with is inaccurate. In the event of any change of the information you provided us, you must notify us in writing.

5.3. Once we receive your application to open an account, we will confirm this to you by e-mail and we will provide you with details to access your trading account, specifically your account number and password (the '**Access Codes**'). We will review your application and only if we are satisfied with the information/ documentation received, we will accept you as a Client and therefore activate your account.

6. FXPRO PLATFORMS

6.1. Following your account activation, you will be able to:

a) download and install (where applicable) the trading platforms (the '**Software**'), or where you choose to use a web-based version of the Software (where available), you should ensure they are accessible and operational.

b) use your Access Codes to log in to the Software, as well as FxPro Direct from where you can view your Wallet. You are responsible for maintaining or changing your password at all times. It is also your responsibility to keep any correspondence from us regarding your Access Codes private and confidential.

6.2. Further to the above, you are responsible for ensuring that you are able to access our Software when you need to and during the times when it is available. Your responsibility extends to ensuring you have access to a reliable internet connection, and maintaining any devices used to this end.

6.3. The Software, which may have been developed by a third party, is provided 'as is'. FxPro will ensure, but cannot guarantee, that the Software supports data security protocols compatible with those used by FxPro. FxPro also cannot guarantee that the Software is free of any errors or deficiencies.

6.4. FxPro will aim, to a reasonable extent, to maintain the Software and any other related systems up to date. FxPro and/or any relevant third party may perform this maintenance from time to time which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Software. These actions may cause the Software to be inaccessible and/or inoperative for a period of time, therefore you accept that we will bear no responsibility for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of FxPro and/or the third-party software provider.

6.5. FxPro will use best efforts to make the Software and any other systems available. Where this is not possible, we will endeavour, within reason, to provide you with prior notice. However, you understand and accept that we may not be able to guarantee their continuous availability, due to instances including:

a) Failures and/or errors, including of technological nature such as failure with internet connectivity which may affect the access to the Software, which either you or we rely on;

b) Suspension of service availability due to maintenance, repairs, updates, developments and other issues outside of our control. FxPro will exercise reasonable efforts to carry out such activities

outside normal trading hours.

6.6. We will do our best to maintain the operation of the Software. We cannot and do not accept any responsibility for any means (including computer equipment) utilised by you to access the Software and cannot guarantee its continued availability.

7. SECURITY, AUTHENTICITY AND ACCESS

7.1. We will only accept instructions from you and/or your Authorised Representative pursuant to a duly signed 'Power of Attorney'. Where you appoint an Authorised Representative, they shall not be considered a Client of ours. However, we will consider any instructions from an Authorised Representative as coming directly from you, and we may act upon such instructions without the need to confirm their authenticity or validity.

7.2. In addition to anything else specified above, we may rely on any instructions coming from any person in possession of your Access Codes as if these instructions were coming from yourself, without us making any further inquiry.

7.3. It is your responsibility to keep your Access Codes confidential and not to reveal them to any person, whether intentionally or unintentionally. We cannot control how you treat your Access Codes and you are responsible to ensure that no third party obtains any unauthorised or other access. We will not be liable for any access by any person, other than you, whether authorised or not by you, unless this has occurred due to gross negligence from our part.

7.4. You are responsible for keeping any information regarding your dealings with us, private and confidential. We will bear no responsibility in the event that any person attains unauthorised access to any information regarding your dealings with us, where that information is:

a) held by you and/or any Authorised Representative (where applicable);

b) being transmitted via electronic or any other means, by you and/or any Authorised Representative to us, FxPro and/or any other party authorised by us;

c) being transmitted via electronic or any other means, by us to you and/or any Authorised Representative.

7.5. You must notify us as soon as possible if you become aware of your Access Codes or any other information regarding your dealings with us being used or becoming known by any person without your authorisation. You accept that we are unable to identify any instances where a person, other than yourself or your Authorised Representative (where applicable), is accessing our Software with your credentials without your express consent.

7.6. We reserve the right to revoke your access and/or the access of any Authorised Representative to our Software at any time, where we deem necessary.

7.7. Where you have not carried out any activity and/or transactions for a period of time, as determined within reason by us, we reserve the right to carry out additional checks and/or request additional documentation from you before we allow you to resume any activity with us.

8. INSTRUCTIONS AND ORDERS

8.1. We will only accept instructions transmitted via the means approved by us, including, but not limited to FxPro Direct, the email address you used to activate your account (i.e., your registered email address) and under certain circumstances, as determined within reason by us, accept instructions via telephone, provided that we are satisfied of your identity and of the clarity of the instructions. We will accept orders transmitted via the Software. If, for any reason, you are unable to access the Software to transmit orders for the purposes of trading CFDs you may transmit orders by contacting the Dealing Department of FxPro by telephone, in which case we need to be satisfied with your identity. Orders via telephone will be accepted only if in our official language. It should be noted that FxPro reserves the right

to reject such verbal orders when the operator of the Dealing Department is not satisfied with the Client's identity or clarity of the orders. The Client accepts that at times of excessive transaction flow there might be delay in connecting over the telephone with an operator of the Dealing Department, especially when there are important market announcements.

8.2. The Company may make available, through the Software, different types of orders and order functionalities from time to time, including but not limited to market orders, pending orders and other order instructions. The characteristics, conditions, limitations, availability and execution arrangements applicable to each order type shall be set out in the Company's Order Execution Policy, the relevant Trading Platform specifications and/or any other documentation made available by the Company from time to time. The Client acknowledges that by placing an order, they have read and understood the relevant terms governing the applicable order type.

8.3. You may communicate with us for support and any instructions other than orders in any of the languages available on the FxPro Website during business hours. Communication after business hours that requires immediate action on our behalf will only be accepted in our official language.

8.4. Where information has not been transmitted to us via approved means, or where any instruction and/or information has been misinterpreted, it is your responsibility to make the necessary amendments and we will bear no responsibility for any loss, be it financial or of opportunity in connection to said instruction.

8.5. We bear no responsibility for any loss that arises as a result of delayed or unread communication sent by us.

8.6. You understand that time is important when trading on Leveraged Products, therefore you are responsible for ensuring that any communication in relation to your dealings with us is sent to us on time.

8.7. We will execute an instruction received from you, without any further enquiry. However, you consent that we reserve the right to accept, either in part or in full, or reject, any instructions from you. Also, we may contact you if we intend to execute any transactions or future transactions differently following patterns in your trading activity (for instance, where your account balance frequently results in negative equity, we may propose that you continue trading with a higher margin requirement, irrespective of the applicable trading conditions of other clients).

8.8. We may, at our discretion, confirm any instructions received from you via any durable medium or telephone. However, you understand that you should not communicate with any of our employees, contractors or otherwise via any means which are not approved by us. For example, you should not communicate with any of our employees on his/her mobile phone or on any other personal account.

8.9. Where you have appointed an Authorised Representative to deal with us on your behalf, and you wish to cancel his/her appointment you must notify us in writing immediately. Until we process the said notice, any instructions we may receive from the Authorised Representative shall (a) be deemed valid, and (b) shall fully commit you.

8.10. Essential information concerning the execution of any order (among other information) can be obtained through the Software, trading platforms and/or FxPro Direct where you will be able to download reports containing information including the execution and status of your orders, as well as review the current and historic state of your trades and Account(s). We might not provide you with statements of account in relation to the financial instruments traded through your Account(s) or the availability of your Client Money or any other detail in any other form other than what is stated above.

8.11. Except where the Software permits, all orders to trade on the financial instruments we offer are final and cannot be cancelled or deleted, unless we expressly agree to such cancellation or deletion and/or unless otherwise provided in any of our legal documentation.

9. UNDERSTANDINGS OF BOTH PARTIES

9.1. We shall enter into transactions with you and conclude them in good faith.

9.2. You understand and accept that all your orders are executed over-the-counter (**'OTC'**). This means that no order will be executed on a recognised exchange, or organised trading facility. For more information, you should read the 'Order Execution Policy' as amended from time to time. By accepting the Agreement and placing any order with us you expressly provide your prior express consent before proceeding to execute your orders outside a trading venue. This consent is hereby provided in the form of a general agreement and not in respect of individual transactions.

9.3. We shall take all reasonable and necessary steps to ensure compliance with the applicable rules and regulations. Therefore, you agree to be bound by any decision we may make in order to comply with any obligation of FxPro.

9.4. Where we provide you via the FxPro Website, the Software, FxPro Direct, with any links to other websites and/or resources from third parties, these links are provided for information only. We have no control over the content, quality or security of the information contained on those websites and/or resources, and therefore we cannot be made responsible for any losses that may arise from your use of these.

9.5. We take reasonable care in trying to ensure that any information and/or content, including third-party features on the FxPro Website, the Software, FxPro Direct and e-mail communications from us is accurate and complete. However, some information may be provided 'as is' and on an 'if available' basis, and therefore we cannot give any warranties or representations (either expressed or implied), relating to the said features and any third-party information.

9.6. FxPro reserves the right to amend the product specifications and conditions, as available from the FxPro Website from time to time, when FxPro deems necessary. You shall ensure to remain updated with regards to FxPro's product specifications and conditions, as well as any other information which may be of your interest, and you shall take all necessary actions to safeguard your interest where you believe you may be affected in any way by any such amendments. You understand that you will continue to be bound by the Agreement in the event of any of these amendments taking place. However, nothing in this clause shall affect your right to terminate the Agreement, without any penalty whatsoever, subject to any existing obligations.

9.7. Further to the clause above, you understand that FxPro may remove any of the products offered and/or we may cease providing you with the ability to place an order at any time. Where we have ceased to provide any product and you have a previously open position in that product, it is your responsibility to cancel and/or close such a position during the time that we should allow you to do so, otherwise we will close the position at the last available price for the relevant instrument. You also understand that any open positions on CFDs with an expiration date will be automatically closed at the end of the last trading day.

9.8. **Margin Requirements for Clients**

- Without detriment to any other rights of FxPro under this Agreement, and without prior notice, we reserve the right to adjust margin requirements and consequently alter leverage ratios offered.
- Margin requirements may vary depending on the category of financial instruments traded.
- Clients are encouraged to regularly review the current margin requirements displayed on the Website.

9.9. You understand that for us to provide you with our services, we may enter into agreements with external service providers for any activity and/or operation we may conduct. This includes, but is not limited to, other subsidiaries of FxPro Group Ltd.

9.10. Where your relationship with us is between one or more persons, for example through a joint account or a legal entity, all obligations and liabilities under the Agreement shall be joint and several. Any communication, including but not limited to notices and orders shall be considered as delivered to all persons that together constitute the Client.

9.11. We reserve the right to reverse any transactions which we deem to be contrary to your interest or ours, for any reason.

9.12. Where you are in breach (or we have reasonable grounds to believe you may be in breach) of any term contained in the Agreement, we reserve the right to temporarily or permanently suspend your access to the Software, FxPro Direct, your Account(s), and/or terminate the Agreement, and/or take any other actions as we may see fit in the circumstances.

9.13. By becoming a Client, you do not obtain any rights in any intellectual property belonging to us. The FxPro Website, the Software, any data, information, documentation and/or creation shall be protected in accordance with the applicable laws and you shall have no right, neither at the time of entering into the Agreement, nor at any point of time in the future. All rights whether expressed or implied, and whether existing now or in the future are reserved.

9.14. You shall not cause or permit any actions to be caused which might endanger or damage any intellectual property belonging to us or to FxPro.

9.15. You understand that you shall not copy, reproduce, duplicate, translate, assume ownership or otherwise of any rights belonging to FxPro.

10. CONFLICTS OF INTEREST

10.1. A conflict of interest may arise when our interests compete, interfere, or appear to compete or interfere with your interests under the Agreement. You understand and agree that such circumstances may arise, and where they do, we will make our best endeavours to mitigate them.

10.2. We shall take all reasonable steps to identify and manage any potential or actual conflicts of interest between:

a) Us and any Affiliate Entity or third-party

b) Us and you

c) You and any other Client

Where any conflicts of interest cannot be mitigated effectively, we will disclose the general nature and/or sources of such conflicts.

11. YOUR MONEY

11.1. Your money deposited with us for the purposes of trading CFD products shall be treated as 'Client Money'. For the avoidance of doubt, your money ceases to be 'Client Money' when it is placed as margin for opening positions.

11.2. Unless otherwise indicated, we will deposit your money in one or more segregated accounts held with a regulated financial institution within or outside the control of FxPro Group Ltd, but separated from FxPro's money. This means that all client money is treated as belonging to our clients and under no circumstance we will use it to meet any of our obligations, at any time. Your money will be pooled with money belonging to other clients in a segregated account, which shall act as an omnibus account.

11.3. In general, accounts held with financial institutions, including omnibus accounts, face various risks, including potentially being treated as one account in case the institution defaults. FxPro reconciles all client money accounts on a daily basis to ensure that all the money belonging to our clients is correctly allocated.

11.4. The funds held in the segregated account may be exposed to obligations of FxPro connected with the positions of other Clients.

11.5. We shall not be held responsible for the solvency, acts or omissions of any institution with which client money is held, regardless of the jurisdiction.

11.6. We will not pay any interest on any client money held on your behalf, regardless of whether we receive interest on those deposits from the financial institution(s) with which we hold the

funds.

11.7. We will carry out reconciliation of funds on a regular basis, and we will proceed with any required transfer to or from the segregated account on the next business day, unless this is not possible for any reason.

11.8. Any amounts corresponding to liabilities you have towards us, including liabilities arising as a result of abusing the negative balance protection, can be deducted directly from the balance of any of your Account(s) or Wallet under your profile.

11.9. You have the right to withdraw any part of the funds equal to the free Margin available in your Account(s) to your Wallet, subject to any applicable restrictions regarding its operation, and any other right or limitation on such withdrawal. We reserve the right to reject a withdrawal request in instances where we have reasonable grounds to believe that said instruction is being placed to abuse our Negative Balance Protection Policy ('**NBP**'). Please refer to the 'FxPro Wallet' section on the FxPro Website for further information on withdrawal times.

11.10. Any transfers shall only be effective after our systems have made the relevant credit or debit of the funds to the relevant Account(s), and whilst we will make all reasonable efforts to ensure any transfers are made effective in a timely manner, we cannot guarantee how long this process may take. We will not be liable for any delays or other losses that may arise if, for instance, you provided us with wrong or incomplete information.

11.11. Any monies you transfer to us for the purposes of funding your Account shall be deposited in your Wallet on the Value Date, net of any transfer fees or other charges imposed by the financial institution(s), or any intermediary involved in the process of sending or receiving the funds. We may, at our sole discretion and under no obligation, credit funds which are still in transfer before the Value Date to your Wallet. We shall not be held liable for any delay where the cause is outside of our control.

11.12. We shall deposit funds into your Wallet only after we are satisfied, amongst other criteria, that the funds are being sent by you or your Authorised Representative from an account in your name, and that the funds do not breach any term contained within this Agreement and/or the law. Any funds deposited from third party accounts will be automatically rejected.

11.13. We reserve the right to request additional information and/or documentation to be satisfied that your dealings with us, including, but not limited to deposits and withdrawals are legitimate and/or for any other reason to comply with our legal obligations. You understand and accept that under such circumstances there may be a delay with processing the transaction, and/or the transaction may be rejected.

11.14. Further, where we are not satisfied as to the above and reject an incoming transaction, we reserve the right to return the funds to the sender net of any transfer fees or charges which we may incur. Any refund will be sent to the same source from where the funds were received. We will only deviate from this policy where we believe, at our sole discretion, that this is necessary.

11.15. Upon a successful first deposit from you we may credit your Account with a one-off discretionary amount as a bonus. For the avoidance of doubt this bonus will not be considered Client Money and therefore you will not be entitled to withdraw it. You will, however, be allowed to use it to open positions as it will increase the available margin in your account. We reserve the right to set and change the criteria for crediting this bonus upon our discretion.

11.16. It is our policy to ensure that all withdrawals, either in part or in full of the funds you deposit with us, are sent to the same source where the funds came from. Where we are unable to do so, for whatever reason, and subject to any restriction under the law, we shall return the funds as requested in part or in full, net of any transfer fees, charges or other deductions incurred by us.

11.17. We reserve the right to accept or decline any funding and/or withdrawal request by you depending on the payment method you choose, and we may suggest an alternative for your request. More information on our accepted payment methods can be found on the FxPro Website. For instance, where a client has requested to withdraw with a different method compared to the method he/she used to deposit, the request may be rejected, and you will be

permitted to withdraw via another method you have used in the past.

11.18. You understand that we should process any funding request in accordance with applicable laws and regulations, therefore any requests which are not in line with our legal obligations may not be processed. For example, this might include instances where we are not satisfied with the documentation provided by you. In this case, we reserve the right to reverse the transaction in part or in full, net of any transfer fees, charges or other deductions incurred by us. You understand that there may be instances where we will be unable to provide you with an explanation as to why we cannot proceed with your request.

11.19. You shall make any requests relating to the administration of your Account(s) via FxPro Direct.

11.20. Where you hold several Accounts with us, and we reverse any transaction from you for any reason, we may merge your funds held in those Accounts, as described above.

11.21. We will take reasonable steps to ensure keeping you informed about the progress of any funding and/or withdrawal request, specifically in relation to processing times and any required documentation that if not in place may result in delays. Further information about the processing times can be found on our Website, however, this information is provided for indicative purposes only. You understand that there may be instances where we cannot guarantee these times because of events outside of our control.

11.22. In the event that you receive money from us by mistake, you agree to hold such an amount in trust for the benefit of FxPro or the beneficial owner. In the event you use any funds sent to you by mistake, we will have a claim on those funds, together with any profit derived from the use of those funds, on behalf of the beneficial owner. In the same way, we shall not compensate you for any losses incurred by you as a result of you using the said funds. The claim for the full amount shall remain.

11.23. Where we are required to do so by law and/or any applicable rules, we reserve the right to deduct or credit any amount from your Account(s). We will exercise our best efforts to ensure that we do not deduct an amount unless this is necessary. Examples of when this right may be exercised include instances where we offer instruments, which we may be required to withhold part of the profit for tax purposes.

11.24. We reserve the right to set-off any liability of yours under this Agreement, whether present or future, liquidated or unliquidated. Where the liabilities to be set-off are expressed in different currencies, we may convert said liabilities using an applicable exchange rate, and where applicable, apply any conversion fee disclosed in this Agreement or on the FxPro Webiste.

11.25. In the event that we net-off any amount due by deducting it from your Account(s), we will consider the obligation as satisfied and discharged. We reserve our rights on any obligation which cannot be considered satisfied.

11.26. Where your account has been inactive for a period of 12-months, we reserve the right to terminate this Agreement in accordance with clause 24.2. Following termination of the Agreement, if your account has a positive balance, and we are unable to contact you after we take reasonable steps to do so, we will have the right to transfer these funds into a suspense account. We will continue to treat the funds as client money and, subject to receiving a valid withdrawal request from you and pursuant to clauses 15.8 and 15.9 below, these funds will be returned to you. For the avoidance of doubt, an account shall be considered inactive when, during a 12-month period, no transactions have been carried out in relation to the account by you and/or any Authorised Person.

12. COSTS AND CHARGES

12.1. Prior to entering into any transaction with us via the Software, please ensure you have considered any and all applicable charges such as Spread(s), Commissions and Swap(s), which are available on the FxPro Website. It is your responsibility to ask for further clarifications should you require so. Any applicable charges shall be instantly deducted from your Account(s). For your convenience, you may find all costs and associated charges and

how you may pay for them by using our interactive cost calculator available on the FxPro Website.

12.2. Charges may not all be represented in monetary terms but may also appear in other units such as spread, which can vary depending on the instrument and market conditions. Spread cost is measured in 'pip' value and you will be able to find the value of a 'pip' across all of our instruments on the FxPro Website, by accessing the Markets section (you will find the information for all of the asset classes in separate tabs). You can also calculate the spread cost by using the calculation tool as indicated in the above paragraph.

12.3. Fixed spreads are available under the Fixed Spread Accounts for a number of instruments. You will be able to find the instruments we offer fixed spreads on and the respective fixed spreads applied on the FxPro Website, by accessing the Forex page section and ticking the box 'Show pairs with fixed spread'. You acknowledge that fixed spreads, for reasons including market conditions, may change. Your prior consent is not required for any such changes to be effected, and in case you disagree with such a change, you may terminate the Agreement in accordance with the provisions contained herein.

12.4. Any of the charges applicable to your dealings with us may be amended from time to time. Where there is any material change in any applicable charges, you will be informed in writing in advance, unless such change comes as a result of an unforeseen market circumstance, where we may notify you on or after the event. You will find the most up-to-date information about our charges on the FxPro Website. In the event you do not agree with any change, you have the right to terminate the Agreement as per the 'Termination' section of the Agreement without any penalty.

12.5. In the event you are dissatisfied with any changes we may make to our charges, you may contact our Customer Support Department, and/or terminate the Agreement in accordance with the provisions contained herein.

12.6. Where any profit, loss, dividend, swap fee, charge or other amount is denominated in a currency different from the Balance Currency of the Account, we may convert such amount into the Balance Currency. For Solar Accounts, a currency conversion fee may apply to such conversions. The applicable shall be disclosed on the FxPro Website and may be incorporated into the conversion rate or the converted amount. The resulting converted amount shall be credited or debited from the Account accordingly.

12.7. For Swaps, depending on the position held and the prevailing interest rates of the currency pair involved in a transaction, your Account may be credited or debited with financing. The operation is conducted at 23:59 Server Time* and the resulting amount is automatically converted into your Balance Currency. Where applicable, a currency conversion fee may be applied in accordance with this Agreement and the information published on the FxPro Website.

12.8. From Mondays to Thursdays (Server Time), Swaps are charged once for every business day, but for Forex and Metals these will be charged on Wednesdays three times (i.e. triple charge) the size in order to account for the weekend. For all other instruments, the triple charges will be made on Fridays. Further information on Swaps can be found on our Website. We charge our own interest rates, based on the overnight rate provided by Bloomberg and we update our rates as often as we deem necessary. You can also always refer to the trading platform of your choice and check the Swaps and other information under the instrument (symbol) specification section.

12.9. If your Account(s) remain inactive for a period of six (6) months, we reserve the right to charge you a one-off administration fee of USD 10 (or currency equivalent), followed by a monthly inactivity fee of USD 10. When the balance of the Account is less than USD 10, the Account will be charged with the amount which evens the balance of the Account to zero.

12.10. Where the inactivity fee is converted into the Balance Currency of the Account, a currency conversion fee may apply in accordance with this Agreement and the information published on the FxPro Website.

12.11. For the avoidance of any doubt, the obligations of the Client under the above clause shall survive the termination of this Agreement and shall continue to be in full force and effect until FxPro

receives a valid withdrawal request from the Client or until the remaining balance of the Account equals to zero.

12.12. For some payment methods, there are transaction fees. Where you engage in deposit and withdrawal activity without entering into any trading activity with us, we reserve the right to impose any fees or charges with regards to specific payment methods as we deem necessary. These fees are available on the FxPro Website.

13. TAXATION

13.1. Trading in financial instruments may be subject to tax depending on the jurisdiction where you are a tax resident. However, this will depend on your personal circumstances. You should seek independent tax advice if you are unsure on how this may affect you, as we do not provide any financial advice, including tax advice.

13.2. You understand that tax laws are subject to change, and in the event they do, we reserve the right to debit from your Account any tax payment, including, but not limited to stamp duty, capital gains tax or other forms of tax which may be levied in relation to your transactions with us.

13.3. You understand that certain transactions in certain financial instruments may carry a tax obligation under a Financial Transaction Tax regime, specifically withholding tax on dividends paid shall be passed on to you by debiting your Account.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1. We, as the controller of your personal data, shall process your personal data during and after your relationship with us in accordance with the local Data Protection regulations, as amended from time to time.

14.2. Where we outsource processing activities to a European entity, the outsourced entity shall process your personal data in accordance with GDPR, as amended from time to time.

14.3. By entering into the Agreement, you agree and acknowledge that we shall process your personal data including special categories of personal data (subject to your documented consent), which you provided to us upon registering for an Account and/or in the course of our business relationship.

14.4. We will process your personal data for the purposes of (i) providing our services to you, (ii) providing you with information about us and our services and improving our services from time to time, (iii) maintaining our IT systems, including our administrative and client management systems, (iv) complying with any requirement of law and/or regulation and/or of any competent authority or professional body (where applicable) of which we are a member.

14.5. We process your personal data for the purposes mentioned herein on the lawful basis that (i) you have given consent (where applicable); (ii) the processing is necessary for the performance of our contract and in order to take steps at your request prior to entering into our contract; (iii) the processing is necessary for compliance with a legal obligation to which we are subject; and (iv) the processing is necessary for the purposes of the legitimate interests pursued by us (subject to the relevant individual's fundamental rights and freedoms overriding such interests).

14.6. You have the right to request from us access to and rectification or erasure of personal data or restriction of processing concerning you or to object to processing and to withdraw your consent (where applicable) at any time by notifying us in writing as well as the right to data portability.

14.7. You acknowledge that we shall store your personal data (and records of your dealings with us) for as long as your Account is active and registered with us, we are providing the services to you and/or as required under applicable law.

14.8. We shall disclose your personal data to other FxPro Group Ltd subsidiaries, marketing companies, business partners, IT service

providers and other financial institutions such as payment services providers, banks and third-party introducers (relevant to you), for the purposes described above.

14.9. Further details of how we process personal data including inter-alia our lawful basis of processing personal data, rights of the data subject and principles and information in respect of transfers of personal data are specified in our Privacy Policy available on our Website.

14.10. If, during the course of our business relationship, there is a change in your personal data you must ensure that this data is updated and accurate by contacting us as soon as practically possible through FxPro Direct.

15. OUR COMMUNICATIONS WITH YOU

15.1. We will communicate with you about any notice, instruction, request or any other communication via your registered e-mail, the Software, or telephone. Any communication from you to us shall be deemed effective on the date and time of reception by us. It is your responsibility to ensure you have read all and any communication we may send you from time to time, via any approved communication method.

15.2. Both prior and following the establishment of the business relationship, you consent and agree that our official language is the English language. The provision of any information, including marketing material, any translated version of the Agreement and/or any other communication, in a language other than our official language, is provided solely for convenience purposes and the legally binding version shall be the English language version of such documentation. In the event of a dispute, the English version shall prevail.

15.3. You further consent that, both prior and following the establishment of the business relationship, we may provide you with information that will be partly in the English language and partly in a language of your preference. By accessing and using our Website, in a language other than the English language, shall be considered a demonstration of your preference to be provided with information in a language other than English.

15.4. You consent that where we provide you with information by means of a website, that information is not personally addressed to you. Further, you agree that we shall not provide you with information on paper but on other online forms deemed 'durable mediums' (i.e. the FxPro Website, FxPro Direct, trading platforms and through other software) because this is appropriate in the context in which our business is being or will be carried out. By maintaining your account and/or by opening an account with us and placing a trade, you expressly consent to us sending this information to you in this format.

15.5. We may communicate with you via FxPro Customer Support, Dealing, Compliance and Marketing teams. Any communication sent to you by FxPro is intended to be received by you only. You are therefore responsible for keeping any information we send to you private and confidential.

15.6. We may communicate with you from time to time about any business, marketing and/or promotional reasons.

15.7. We will never communicate with you regarding investment opportunities or asking you to transfer money to a managed investment or trading account, whether by phone, email or social media channels.

15.8. Any orders or instructions you provide us with via e-mail or any other electronic means will constitute evidence of the orders or instructions given.

15.9. It is your responsibility to ensure that if you wish to communicate with us with regards to any matter, you should do so on time as we cannot accept any liability for any loss that arises as a result of delayed or unreceived communication sent to you by us.

16. YOUR CONSENT

16.1. We are required to obtain your consent prior to establishing a business relationship with you. By entering into the Agreement, you consent and acknowledge that the transactions in financial instruments entered with us are not undertaken on a recognised exchange, but rather through our trading platform and, accordingly, you may be exposed to greater risks than when conducting transactions on a regulated exchange. Therefore, we may not execute an order, or we may change the opening or closing price of an executed order in certain cases, including, but not limited to instances of a technical failure of the trading platform. The trading rules are established solely by our counterparty, which is, at all times, FxPro. You are then only allowed to close an open position in any given financial instrument during our platform's working hours, and you can only close any such position(s) with us as your sole counterparty and thus you are subject to counterparty risk.

16.2. By entering into the Agreement, you consent that FxPro is, without exception, the Execution Venue for all orders and that we act as principal and not as agent on your behalf.

16.3. When opening an Account with us you consent to your orders being executed in accordance with the Policy in force, as amended from time to time. You consent that We reserve the right to immediately terminate your access to the trading platform(s) or Account(s) or refuse, or cancel any order in the event that you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage and/or contrary to good faith. Under such circumstances, we may, at our discretion, close any of your Account(s) and recover any losses incurred from such practices.

16.4. You also accept that we reserve the right to immediately terminate your access to the trading platforms and/or recover any losses incurred in the event FxPro determines in its sole discretion that you voluntarily and/or involuntarily undertook to abuse the NBP (or in any way which is contrary to good faith or the terms of the Agreement) either on an individual Account, or multiple Account(s) or multiple profiles and/or between one or more client(s) in accordance with the Agreement. By way of example (It should be noted that this is not an exhaustive list):

- Clients hedging their exposure utilising their accounts under the same or different client profile would constitute an abuse of the NBP as well as Clients requesting a withdrawal of their client Money -notwithstanding any of the provisions of the Agreement - when the symbol being traded is not available for trading on the FxPro platforms during that specific timeframe;

- Clients transferring funds from their Accounts to the Vault before opening or while having open positions, in a manner which indicates an attempt to abuse the NBP policy.

The Company reserves the right, where in its absolute discretion it believes that a reasonable suspicion for abusive trading behaviour exists, to group together multiple orders on a specific CFD and manually execute them as one order at the volume-weighted average price.

17. RECORDING OF COMMUNICATIONS

17.1. We keep records of all services and activities we are providing as well as for all transactions undertaken. We therefore record all communication including any incoming and outgoing telephone conversations as well as all other electronic communications relating to any transactions concluded when dealing on our account, providing services that relate to reception, transmission and execution of client orders as well as for quality monitoring, training and other regulatory purposes. We will also record any other communication between you and us, including chat messages, e-mails and other electronic communications, even if those conversations or communications do not result in the conclusion of such transactions or in the provision of client order services. We reserve the right to use these records where we deem it necessary, including, but not limited to dispute resolution situations.

17.2. We may record telephone conversations without use of a warning tone to ensure that the material terms of any transaction and any

other material information relating to such a transaction is promptly and accurately recorded. All records are stored by us in a durable medium, which allows us to replay or copy them and retain such records in a form that does not allow us to alter or delete the original version. We may provide copies of such recordings to competent authorities upon their request in order to comply with our regulatory obligations without your consent.

17.3. We will keep copies of any such records for any period of time which is required by applicable legislation, starting from the date on which the record is created. You have the right to request a copy of the recorded communications. We will provide these to you following a written request by you.

17.4. You understand and accept that you have been notified, in advance, about the recording of any telephone conversation or electronic communication between you and us, according to the above notification.

18. REPRESENTATIONS AND WARRANTIES

18.1. You hereby represent and warrant that you have not been coerced, or otherwise persuaded to enter into the Agreement, nor have you entered into the Agreement based on any representation other than what is included herein.

18.2. Where you are an individual (i.e. natural person), you warrant that you are over 18 years of age at the moment of entering into the Agreement.

18.3. Where you are a legally incorporated entity (i.e. a legal person), you warrant that by entering into the Agreement you will not be in breach of your own constitutional documents or any law from the jurisdiction where you are incorporated or any other jurisdiction under which you may operate.

18.4. Further, you warrant that you are aware of any requirements and implications, including, but not limited to any restrictions or reporting requirements set by your local jurisdiction as a result of entering into the Agreement. We shall not be liable for any requirements imposed to you by your local authorities, therefore you undertake to comply with any applicable requirements.

18.5. You represent and warrant that you have been provided with a warning that trading Leveraged Products involves a significant risk of loss, and that due to the speculative nature of trading, you should not invest more than you can afford to lose.

18.6. You also represent and warrant that the information you provided us during your registration for opening an Account accurately reflects your personal circumstances and you have not provided us with false or misleading information. Further, you warrant that should any information provided during the registration process become invalid, you will immediately notify us in writing of the change in your circumstances.

18.7. You further represent and warrant that you will not redistribute information concerning financial instruments, including, but not limited to pricing information and chart data on offer by FxPro to any third-party for commercial purposes.

18.8. You warrant and covenant that:

a) The funds you will use to trade with us belong to you and are free of any lien, charge, pledge or other encumbrance;

b) The funds are not the direct or indirect proceeds of any illegal act or omission, nor are they product of any criminal activity which constitutes a predicate offence under any Anti-Money Laundering and Countering the Financing of Terrorism legislation.

c) Unless you are entering into the agreement as a representative or trustee of a third party and you provide us with the necessary documentation to satisfy our regulatory requirements, you are acting in your own name and you are not acting in representation or in trust of a third party.

Where we suspect any debit/credit card fraud or any type of fraud we reserve the right at our discretion and without limitation to block your access to the trading platforms and FxPro Direct, cancel any open positions or pending orders, seize any profits

generated in accordance with clause 24.3.

18.9. You warrant that any documents sent to us during your Account opening process, as well as throughout the duration of the Agreement, are valid and authentic. In the event that we believe, in our sole discretion, that any document is incorrect or invalid, we will request for alternative documentation. Failure from you to provide such documentation may lead us to take action as we deem necessary.

19. MARKET ABUSE

19.1. You represent, warrant and agree that:

a) You will not enter into any trades in connection with a placing, issue, distribution, offer, take-over, merger and or any other corporate finance activity, in which you are involved or otherwise interested;

b) You will not enter into any transaction which contravenes the governing legislation or any other law against insider dealing or market manipulation, either on an individual Account, or multiple Account(s) or multiple profiles and/or between one or more Client(s);

c) You will not use the trading platforms offered by FxPro in any abusive way, including but not limited to latency arbitrage, swap arbitrage and/or contrary to good faith either on an individual Account, or multiple Account(s) or multiple profiles and/or between one or more Client(s);

d) You will not enter into any transaction that would constitute an abuse of the NBP, either on an individual Account, or multiple Account(s) or multiple profiles and/or between one or more Client(s).

19.2. In the event that you entered into a transaction in breach of the representations and warranties given in the above clause or we have reasonable grounds for suspecting that you have done so, we reserve the right to cancel or consider void part or all your abusive transactions, close all or any of your Account(s), recover any losses incurred from such practices and terminate the Agreement in accordance with clause 24.3.

19.3. You acknowledge and agree not to deal in the underlying market if the sole purpose of such a transaction was to impact on our bid or offer prices.

20. EXCLUSION OF LIABILITY

20.1. In the absence of any negligence or fraud from FxPro (including their employees), the use of our services by a Client or the use of any systems owned or used by the Company is entirely at the own risk of the Client.

20.2. In general, neither party shall be liable for any losses which may arise as a result of unforeseeable events at the time when the Agreement was made effective, nor shall any party be liable for any losses that were not caused by any breach of the terms contained herein.

20.3. Where we outsource any activity to third parties to be able to provide you with our Services under the Agreement, we will exercise all reasonable endeavours prior to contracting with them. However, you understand that it is not possible to control the activities of such third parties. Our responsibility, therefore, shall be to exercise all efforts to minimise any losses that you may suffer as a result of an act and/or omission of the outsourced party(ies). Nonetheless, we shall not be liable for any loss that you may suffer as a result of such acts and/or omissions from third-party service providers, unless we have acted negligently.

20.4. You acknowledge and accept that you are entering into all and any transactions with us at your own risk, and we assume no liability for any loss whatsoever as a result of your trading activity with us, unless in the event of any wrongdoing from our behalf. Nothing in this clause shall be taken to exclude any liability for death or personal injury.

20.5. We shall not be liable for any direct, indirect, consequential, incidental and/or special losses (including, but not limited to loss of profits, trading losses, or damages) which result from a breach of contract by you.

20.6. Further, and notwithstanding any other provision in the Agreement, we will not be liable to you as a result of:

a) Negligence, fraud, breach of the Agreement, breach of any law and/or any other act and/or omission by you;

b) Unavailability of the Software and/or our systems, other than in instances of wrongdoing by us;

c) You being unable to access the Software and/or FxPro Direct or any other system, or any delay you may suffer when attempting to contact any of our customer support staff, unless this is due to wrongdoing by us.

d) Us taking measures to ensure compliance with any applicable law or regulation, including where we are precluded from processing any instruction from you which may result in us breaching the applicable law.

e) Such loss or damage, which is not reasonably foreseeable result of any such breach.

f) Any other event and/or circumstance which is outside our control.

20.7. We shall not be liable for any failure to access the Software and/or FxPro Direct. We are not responsible for any delays, delivery failures, or any loss or damage which results from the transmission of information over any network, including but not limited to the internet.

20.8. The limitations and/or exclusions included in the Agreement shall apply irrespective of whether we, including any of our employees and/or affiliates are aware of any losses you may incur, or any claims you may make against FxPro.

20.9. Where you have trusted a third party, and/or followed any instruction, indication or advice from a third party, including trading signals and/or copy trading strategies which resulted in any loss for you, we shall not be liable. You understand that the service we provide is on an execution-only basis and therefore we are not responsible for any losses you may incur as a result of these circumstances.

20.10. Where you download, install and/or use any trading solutions such as algorithms, 'Expert Advisors' ('EA') or trailing stops, we shall not be held responsible for any losses which may be incurred by you pursuant to its use. If it comes to our attention that you are using any of these solutions, contrary to good faith or to the terms contained herein, we reserve the right to terminate the Agreement.

21. INDEMNITY

21.1. You shall indemnify us on demand against all liabilities, costs, expenses, damages (including reputational) and losses (including, but not limited to any direct, indirect, or consequential losses), and all interest, penalties and professional costs and expenses (calculated on a full indemnity basis) incurred by us as a result of:

a) your breach of the Agreement;

b) the provision by you of any false or misleading information to us; and/or

c) the enforcement of the Agreement.

22. EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE)

22.1. This section refers to events which may occur from time to time, and which prevent us from performing any or all of our obligations ('**Specific Events**'). Specific events may include, but shall not be limited to:

a) any natural, technological, political, governmental, social,

economic, act of god, pandemic, civil emergency, act of terror, interruption or failure of utility service;

b) non-performance by a third party, destruction caused by man or any similar event which is outside our reasonable control;

c) instances of illegitimate actions, errors, failures, disruptions in our systems, technological or other infrastructure (irrespective of whether it belongs to us or a third party) against our servers;

d) changes in the applicable legislation, any action of an official body or any other change in our legal or regulatory obligations as a result of unforeseen events;

e) an act or omission by any financial or other institution that we are unable to predict and/or prevent;

f) any event that prevents the Software or the systems from operating on an orderly or normal basis;

g) abnormal market conditions, such as significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data and/or we receive incorrect data from our service providers;

h) any other event and/or circumstance which cannot be foreseen, within reason.

For the avoidance of doubt, a Specific Event is an event outside our control that, whilst it is reasonably likely to occur, or may be imminent, we cannot be expected to be prepared for, or we cannot prevent its occurrence.

22.2. Where we determine that a Specific Event has occurred, without prejudice to any other rights of ours under the Agreement, or the law, we may take the following course of action(s):

a) Inform you, where we have sufficient time to do so in the circumstances;

b) Increase Required Margin requirements / decrease leverage;

c) Increase spreads;

d) Change fixed spreads to floating spreads (only applicable to 'Fixed Spreads' Accounts);

e) Close any Open Position(s) at the price available in the circumstances, which may include:

i. Combine or close any open positions at 'Volume-Weighted Average Price' ('**VWAP**');
ii. Request amendments to any closed position(s)

f) Suspend, limit or restrict the provision of our services to you;

g) Amend any part of the Agreement on the basis that it is no longer feasible for us to comply with it;

h) Cease trading;

i) Precluding you from accessing or using the Software, FxPro Direct or any other system; j) Make any necessary amendments to open trades;

k) Allow close-only functionality;

l) Reject or delay the processing of any withdrawal request from your Account(s)

m) Impose special or different terms regarding any of your orders in relation to size, volatility and/or liquidity of the instrument, amongst others;

n) Remove or temporarily suspend any products, or change any contract specifications;

o) Exercise any right to which we are entitled under the Agreement and our Order Execution Policy.

22.3. We will exercise all necessary endeavours to resume the orderly provision of our services as soon as reasonably possible. Where this is not possible at all, we will inform you of the necessary

actions to be taken in order to protect your interests and ours, where possible.

22.4. Where we are unable to perform any of our obligations to you under the Agreement due to a Specific Event, we will not have breached the Agreement.

23. AMENDMENTS TO THE AGREEMENT

23.1. We reserve the right to amend, from time to time and without your consent, any part of the Agreement, especially in, but not limited to, circumstances where we deem that such changes are necessary in order to comply with any obligation under the regulatory system. In these circumstances, we will notify you either in writing or via the FxPro Website.

23.2. Where we deem that any amendments are material and/or would change the balance in our favour or to your detriment, such amendments will take effect on the date specified in our notice to you, in order to provide you with prior notice along with your right to cancel the Agreement.

23.3. You have the right to cancel the Agreement where you do not agree with any amendments made by FxPro. In the same way, we reserve the right to terminate the Agreement where you do not agree with any amendments we may make.

23.4. Any amendments will affect all ongoing business between you and us, unless stated otherwise in our notice.

23.5. Any error or omission in any information, or document issued by us shall be subject to correction provided that the correction does not materially affect the Agreement.

23.6. It is your responsibility to remain up to date with any changes we make to the Agreement. The applicable version at any time shall be the latest version available on FxPro Website. In the event of a dispute, the latest version available at the time of the dispute shall prevail.

24. TERMINATION

24.1. You may terminate the Agreement at any time and for whatever reason by providing us with a 7-day notice via email using your registered email address, provided that there are no open positions on your Account, nor are there any outstanding obligations to us.

24.2. We may terminate the Agreement at any time and for whatever reason by providing you with a minimum of 7 days' notice, except in the event of any of the provisions set out on clause 24.3 occurring. Where we decide to terminate the Agreement, we will specify the termination date and we will proceed with closing any open positions on your Account, as we see fit.

24.3. We shall terminate the Agreement, with immediate effect, in the event of:

a) a breach of any part of the Agreement by you;

b) where we have reasonable grounds to believe that you have not acted in good faith, including, but not limited to where we determine that you have, willingly or not, abused our 'Negative Balance Protection' policy. This includes, but it is not limited to you hedging your exposure using multiple trading Accounts, whether under your same profile or in connection with another Client.

c) an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving you;

d) your death or incapacity (please note that in the event of death, any funds available in your Account(s) shall form part of your estate);

e) a breach of any applicable law by you, including, but not limited to Anti-Money Laundering and Countering the Financing of Terrorism legislation;

f) you have acted contrary to our 'Order Execution Policy' or any other of our policies or procedures.

g) all accounts being inactive for a period of 12 months.

24.4. Termination of the Agreement shall not imply that any of your responsibilities cease to exist. You will still be liable to pay us, and/or we will have the right to immediately deduct from your Account:

a) any amount due to us;

b) any expenses incurred by us as a result of the termination of the Agreement;

c) any damage arose after an arrangement or settlement.

24.5. Upon termination of the Agreement, we will transfer any amount available in your Account(s) to you, net of any outstanding amount that is due to us, except where we are prohibited to do so by law.

25. GOVERNING LAW AND JURISDICTION

25.1. The Agreement shall be governed by the laws of Costa Rica. Any proceedings and their settlement involving FxPro and you shall take place in the competent courts of Costa Rica.

26. GENERAL PROVISIONS

26.1. **Assignment:** You shall not, under any circumstance, assign or transfer any of your rights and/or obligations under the Agreement to another person. We may, however, assign or transfer any of our rights and/or obligations under the Agreement to another person, provided that such person agrees to abide by the Agreement.

26.2. **Entire agreement:** The Agreement constitutes the entire agreement between you and us, and supersedes all and any previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral. You agree that you shall have no remedy in respect of any statement, representation, assurance or warranty that is not set out in the Agreement.

26.3. **Severance:** If, for any reason, part of the Agreement and/or any part of a specific clause is deemed to be unenforceable by a court of a competent jurisdiction then such part shall be severed from the rest of the Agreement or the term, and the remainder of the Agreement shall remain unaffected and enforceable.

26.4. **Delay or inaction:** No failure or delay by us to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that right, or any other right or remedy, nor shall it prevent or restrict the further exercise of that right, or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that right, or any other right or remedy.

26.5. **Meaning of certain words and phrases:**

a) Unless indicated to the contrary, words and expressions that begin with a capital letter in the Agreement will have a specific meaning.

b) Capitalised terms may be used in the singular or plural (as appropriate).

c) A reference to a statute or a statutory obligation is a reference to it as extended or re-enacted from time to time.

d) Any reference to a document (including any information provided) shall include a reference to that document as amended from time to time.

e) Where there is a reference to 'including' or 'includes' this should be interpreted as including without any limitation.

f) Any 'sub-sections', 'clauses', 'titles' have been inserted for convenience purposes only and shall not affect the construction of the Agreement.

g) The bolding of certain paragraphs, words or phrases in the

Agreement is for ease of reference only. You should ensure that you read these Terms in full.

h) An obligation on the Client not to do something shall include an obligation not to allow that thing to be done.

i) Where any statement is qualified by the expression 'so far as the Client is aware' or 'to the Client's knowledge' (or any other similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

26.6. **Survival:** Clauses from the sections 'Understandings of Both Parties', 'Confidentiality and Data Protection', 'Representations and Warranties', 'Exclusion of Liability', 'Indemnity', 'Termination', 'Governing Law and Jurisdiction', 'General Provisions' or any other clause that may be required to give effect to the meaning of the Agreement, shall survive termination of the Agreement.

Schedule A: Glossary

1. **Account:** means the trading account(s) and/or the Vault (as the context requires), which has a unique number, maintained by a Client for the purposes of trading financial instruments through the FxPro trading platform(s).

2. **Affiliate Entity:** means any company or entity, which includes any subsidiaries and/or holding companies of, as well as in partnership with, FxPro and each and any subsidiary of such a holding company and/or any other entity from time to time controlling, controlled by or under common control with FxPro, being under common control either directly and/or indirectly and/or otherwise.

3. **Authorised Representative or Attorney:** means the person who is expressly authorised by the Client to act on his/ her behalf; the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by us.

4. **Balance Currency:** means the currency in which Account(s) are denominated. All Charges, commissions, swaps, profits, losses, dividends, and other account adjustments may be converted into the Balance Currency where applicable. Currency conversion fees may apply in accordance with the Agreement and the information published on the FxPro Website.

5. **Balance:** means the funds available in an Account that may be used for trading on financial instruments.

6. **Contracts for Differences:** CFDs, which are traded off-exchange (or Over-the-Counter ('OTC')), are agreements to exchange the difference in value of a particular instrument or currency between the time at which the agreement is entered into and the time at which it is closed. This allows the Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets. A full list of the CFDs on offer by us is available on our Website.

7. **Equity:** means the balance plus or minus any profit or loss that derives from any Open Positions.

8. **FxPro Direct:** means direct.fxpro.global. FxPro Direct is a secure portal that can be accessed by clients using their username and password; through this, clients can create new accounts, edit existing ones, fund your accounts, access various tools provided by FxPro and download trading platforms.

9. **Instructions:** means any request made by you in relation to your account, other than an order to buy or sell any of the financial instruments available on our platform(s).

10. **Required Margin:** means the required funds available in an Account for the purposes of opening a Position.

11. **Margin level**: means the required funds to maintain a position and is calculated as Equity/ Margin.

12. **Server Time:** means UTC+2 (or, UTC+3 if daylight saving time applies).

13. **Value Date:** means the clearing date of funds.

14. **Wallet:** means the account, which has a unique number, maintained by the Client for the purposes of funding (i.e. depositing, withdrawing and transferring money) his/her FxPro Account. Please refer to the document with title 'FxPro Wallet' available on our website.

15. **FxPro Website:** means www.fxpro.com and all the FxPro URLs in the different languages that we offer from time to time, including, but not limited to:

    https://www.cis-fxpro.com/
    https://www.indonesiafxpro.com/
    https://www.fxpro.my/
    https://www.fxpro.ae/
    https://www.fxpro.vn/
    https://www.fxpro.co.th/
    https://www.fxpro-cn.com.cn/

    https://www.fxpro.investments/en
    https://www.fxpro.investments/ar
    https://www.fxpro.investments/zh

https://www.fxpro.investments/ms
https://www.fxpro.investments/id
https://www.fxpro.investments/vi
https://www.fxpro.investments/th

https://www.fxpro-investments.group/
https://www.fxpro-investments-ind.com/
https://www.fxpro-investments-id.com/
https://www.ind-investments-fxpro.com/
https://www.id-investments-fxpro.com/

Please make sure that the URL you are visiting belongs to FxPro. Should you have any doubts please contact our support team for confirmation before providing any personal details or making any deposit.

Costa Rica Markets Ltd.

Costa Rica Markets Ltd. is licensed to use and operate under the trade name 'FxPro'.

Client Agreement
June 2026