

**HF Markets**

HF Markets (UK) Ltd

**Address:** Bloomsbury Building, 10 Bloomsbury Way, Holborn, London WC1A 2SL, United Kingdom  
**T:** +44-2035199898 **E:** info@hfmarkets.co.uk **W:** www.hfmarkets.co.uk

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**HF Markets (UK) Ltd**

**ACCOUNT OPENING AGREEMENT**

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## 1. Introduction

- 1.1. HF Markets (UK) Ltd (hereinafter referred to as the '**Company**'), is incorporated under the Companies Act 2006 of UK and is registered under the Companies House with registration number 11118651. The Company is authorised and regulated by the Financial Conduct Authority ("**FCA**"), with Firm Reference No. 801701.
- 1.2. The Account Opening Agreement (the "**Agreement**") sets out the terms and conditions for the provision of the investment services as per Company's licensee obtained by the FCA, to the Clients.

## 2. Definitions and Interpretations

- 2.1. Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

**"Account"** means a personalised account of the Client with the Company. The Client is allowed to have only 1 (one) account with the Company.

**"Account Detailed Report"** shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time.

**"Affiliate"** means any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company and carrying out activities deemed necessary for the conclusion of an agreement between the Company and its Client, as per the provisions of the present Agreement, for the purpose of introducing clients to the Company.

**"Ask Price"** means the price at which the Company is willing to sell a CFD.

**"Archived"** means a trading account with no financial or trading activity and no pending orders for a set period of 60 (sixty) days as per Clause 14 of the Agreement.

**"Authorised Representative"** shall mean a natural or a legal person authorised by the Client under a power of attorney and/or by any other means to give instructions to the

Company in relation to his Account with the Company under this Agreement.

**“Balance”** means the sum of the Client Account after the last completed order and deposit/ withdrawal operation made within any period of time.

**“Best Execution Policy”** means the Company’s prevailing policy available at the Company’s Website regarding best execution when executing Client orders.

**“Bid Price”** means the price at which the Company is willing to buy a CFD.

**“Business Day”** means any day on which banks are open for business in the United Kingdom.

**“CFD”** is a Contract For Difference and more specifically is an agreement between two parties to exchange the difference between the opening price and closing price of a contract.

**“Client Account”** shall mean an omnibus account opened by the Company where Client’s funds will be held in separately from the Company’s funds.

**“Client”** means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms and Conditions of this Agreement.

**“Company”** means HF Markets (UK) Ltd a private limited company registered under the United Kingdom with registration number 11118651 and authorised and regulated by the Financial Conduct Authority with Firm Reference No. 801701, having its registered office at 10 Bloomsbury Way, Holborn, London WC1A 2SL, United Kingdom.

**“Company’s Website”** means [www.hfmarkets.co.uk](http://www.hfmarkets.co.uk) or any other website that may be the Company’s website from time to time.

**“Contract”** means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto,

entered into by the Company and the Client.

**“Counterparties”** shall mean banks and/ or brokers through whom the Company may cover its transactions with Clients.

**“Cryptocurrency”** is a medium of exchange currencies that uses cryptography to secure the exchange of digital information and control the creation of new units i.e. digital money. Cryptocurrencies provide a viable method of issuing tracking ownership of unique digital representations of value, such as money. Cryptocurrency is a form of digital currency created and held electronically. Cryptocurrency is decentralised, so no single institution or country controls it, and it is not subject to transaction fees or external regulation.

**“Dormant”** means an Account which has been dormant i.e. no financial or trading activity within a set period of 6 (six) months as Clause 15 of the Agreement.

**“Dormant Fee”** means the fee that will be charged by the Company to an Account which falls under the meaning of a Dormant Account as per Clause 15 of the Agreement.

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

**“Electronic Verification”** means client verification process for a prospective client to be approved, through the use of publicly available data as well as private databases to quickly verify the identity of an individual

**“Equity”** equals (Balance + Floating Profit & Loss + Swap).

**“Event of Default”** shall have the meaning given to this term in Clause 19.

**“Executable Prices”** mean account type-specific BID and ASK quotes which are only displayed on the Market Watch. When Clients place an order to buy or sell a CFD, they can only place a buy or sell order through the available Executable Prices. The executable Market Watch prices may differ from the Indicative chart Prices of the same instrument.

**“Execution Venue”** the counterparty for transactions and holder of the Clients securities or other assets deposited.

**“Financial Instrument”** is a document that has a monetary value or represents a legally enforceable agreement between two or more parties regarding a right to payment of money.

**“Floating Profit/ Loss”** shall mean the unrealised profit (loss) of open positions at current prices of the Underlying Assets.

**“Free Margin”** means the funds not used as a guarantee to open positions, calculated as:  
Free Margin=Equity-Margin.

**“Indicative Prices”** mean prices that are displayed in the Client Terminal Chart. Indicative chart Prices are not Executable Prices but only serve as an approximation to the direction of the market. Due to factors such as Spread and other market conditions, Indicatives Prices can vary from their corresponding Executable Prices.

**“Leverage”** is a ratio of the amount used in a transaction to the required deposit.

**“Margin”** means the necessary guarantee funds to open positions and maintain Open Positions, as determined in the Spreads and Conditions Schedule.

**“Margin Call”** when the Margin posted in the margin account is below the minimum margin requirement, the Company issues a Margin Call and in this case, the Client will have to either increase the Margin that he has deposited or to close out his position(s). If the Client does not do any of the aforementioned, the Company shall have the right to close the positions of the Client.

**“Margin Level”** means the percentage of Equity to Margin ratio. It is calculated as: Margin Level = (Equity/Necessary Margin) x 100.

**“Market Maker”** means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time.

**“Market Rules”** means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organisation or market of any power or authority conferred on it.

**“Micro-enterprise”** means a small company with fewer than 10 employees and an annual turnover or balance sheet below €2 million.

**“Open Positions”** means any position/ transaction that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

**“Orders”** means any trading transactions executed on the Company’s trading platforms by the Client.

**“OTC”** shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”.

**“Principal”** Company acts as Principal when it is the sole execution venue with respect to the execution of Client orders; “Principal” may refer to “Risk-Less” Principal.

**“Quote”** is the currency quoted for a particular instrument.

**“Rebates”** refers to the percentage of the actual spread or commission charged to the account, depending on the account type and/or if assigned under an Affiliate.

**“Security”** means any securities or other assets deposited with the Company.

**“Server”** means the HF Markets (UK) Ltd programme which is used for the execution of Client’s instructions.



“**Server Time**” means the local time of the server which is set at GMT/UTC + 4h during Standard Time and GMT/UTC + 5h during Daylight Saving Time.

“**Services**” means the services to be provided by the Company to the Client construed by the Terms and Conditions set out in this Agreement. Services are inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms.

“**Spread**” means the difference between the Ask Price and the Bid Price.

“**Spreads and Conditions**” means the spreads, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Spreads and Conditions are available on the Company’s Website under Trading Products section.

“**Swap**” shall mean the funds withdrawn or added to the Client’s Account from rolling over (transfer) of an open position to the next day.

“**Terms**” mean the Terms of this Agreement governing all the actions that relate to the execution of a Client’s trades.

“**Trade Confirmation**” means a notification from the Company’s trading platform to the Prospective Client confirming the Prospective Client’s entry into a Contract.

“**Trading Account**” is an account opened by the Client under the Company for the sole purpose of trading. The Client can open up to 5 (five) trading accounts under the Company. The Trading Account is distinct from the Account of the Client held with the Company.

“**Trading Platform**” means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market-related news as well as having a real-time revaluation of the open positions, through the Internet.

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

**“In writing or written”** means inclusive of the electronic form.

- 2.2. If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.
- 2.3. Any reference in these Terms to a person shall include bodies’ corporate, unincorporated associations, partnerships, and individuals.
- 2.4. Any reference in these Terms to any enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such enactment (or under such a modification or re-enactment).
- 2.5. Any headings and notes used in these Terms are intended exclusively for convenience and shall not affect the content and interpretation of these Terms.

### **3. Client Acceptance Policy**

- 3.1. The Prospective Client acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any Prospective Client as its Client. The Company has the right to decline and/or refuse to accept a Prospective Client as its Client, if it reasonably believes that the Prospective Client might pose a risk to the Company and/or if accepting such a Prospective Client shall be against the Company’s Client Acceptance Policy. It should be noted that the Company is under no obligation to provide any reason for not accepting a Prospective Client as its Client.
- 3.2. The Prospective Client must fill in and submit the online Account Opening Application Form found on the Company’s website and provide to the Company all the required identification documentation. The Company shall then send a notice of acceptance to the Prospective Client confirming that he has been successfully accepted as a Client of the Company.
- 3.3. The Client acknowledges and understands that the Company has the right to refuse to

activate an account and/or shall not accept any money from any Prospective Client until all documentation requested has been provided to the Company, which has been properly and fully completed by the Prospective Client. The Prospective Client shall not yet be considered as a Client of the Company if all internal Company checks, including without limitation to anti-money laundering checks and the appropriateness tests have not been duly satisfied. The Client acknowledges and understands that the Company may request additional due diligence documents for further clarification.

- 3.4. The Company is required under MiFID II to perform the assessment to determine the extent to which the service and/or product are suitable to the Client's needs and circumstances and appropriate to the Client's level of knowledge and expertise. For the purpose of this assessment, we have designed the Appropriateness Test, and for your best interest, you are requested to provide complete, accurate, and up-to-date information, as your response will be used to determine whether you are eligible for the account with HF Markets.
- 3.5. The Company has the right to request additional documentation and/or information from the Client at any time throughout the term of this Agreement and/or the business relationship with the Client. Should the Client not provide such additional documentation and/or information the Company may at its own discretion terminate its business relationship with the Client in accordance with Clause 34 of the Agreement.
- 3.6. The Company has the right to close any Account opened by a Prospective Client which has not been approved by the Company and which has been pending for approval for a set period of 3 (three) months.
- 3.7. The Prospective Client will be able to use the Electronic Verification for his account to be Approved.
- 3.8. Only Clients with a UK Passport and/or a UK Driving License of United Kingdom are eligible to use the Electronic Verification.
- 3.9. Only Individual Accounts are eligible to use the Electronic Verification.

#### **4. Scope of the Account Opening Agreement**

4.1. The Agreement sets out the Terms and Conditions for the provision of investment and ancillary services, associated with the trading of Contracts For Difference (“CFDs”). The Company is duly authorised to provide the following financial services and may at its sole discretion offer any of the Services below to the Client:

##### Investment Services

- Dealing in Investments As Principal;
- Arranging Deals in Investments.

4.2. The Company reserves the right to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.

4.3. The Agreement is non-negotiable and overrides any other agreements, arrangements, express or implied statements made the Company unless the Company, in its sole discretion, determines that the context requires otherwise.

4.4. Under the provisions of the Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market, a distance contract is legally binding upon the contractors without the requirement of a signature. The Client hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement.

4.5. By accepting and agreeing to the Terms and Conditions of this Agreement, the Client agrees that the provision of information through electronic means such as the Company’s Website and/or the verified email of the Client is deemed as appropriate, due to the nature of the relationship established between the Company and the Client. Furthermore, the provision of information by means of electronic communication is treated as

appropriate since the client has regular access to the internet. The provision by the Client of an e-mail address for the purposes of the carrying on of that business is considered as sufficient evidence of this. Through the following terms and conditions, the Client is provided with the specific addresses where core information is accessible. The Company will ensure that the website will be always kept up to date.

4.6. The Prospective Client hereby acknowledges and agrees that any of the following actions show his approval of the Agreement:

- (a) Completing and submitting the online Account Opening Agreement and clicking on the “I Accept” button or similar buttons or links as may be designated by the Company on the Company’s Main Website(s); and/or
- (b) Continuing to access or use the Company’s Main Website(s).

## **5. Services**

5.1. The Company offers to its Clients the financial services as Principal in relation to the financial instruments set out below.

- (a) CFD on currencies, equities, precious metals, financial indices, future contracts, cryptocurrencies, bonds and any other trading tools.
- (b) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash.
- (c) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- (d) Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/ or an MTF.

- (e) Options, futures, swaps, forwards and any other derivative contracts relating to commodities that can be physically settled not otherwise mentioned in point (d) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.
- (f) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.
- (g) Such other investments instruments agreed upon with the Company and allowed under the Company's License.

5.2. The levels of volatility in the market affect both price and volume. The Company strives to provide the best possible price to its Clients and makes every effort and necessary arrangements to do so; however, it may be impossible to guarantee the execution of any or all of the pending orders at the declared price. Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop Orders on Financial Instruments offered by the Company are executed at the declared by the Client price on the first current price touch. But under certain market conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) on any Financial Instrument at the declared price. In this case, the Company has the right to execute the Client Order at the best available price given the market depth and volatility for the given security at that point in time. More details on the cases that this might occur can be found in the 'Order Execution Policy' of the Company which is accessible via the Company's website under section 'Legal Documentation'.

5.3. The Client will, unless otherwise agreed in writing, understand and acknowledge that the Company will enter into transactions with the client as Principal (counterparty) and not as an agent. The Company will be the contractual counterparty to the Client.

## **6. Commencement of the Account Opening Agreement**

6.1. The Commencement Date of the Agreement shall be the date the Prospective Client receives the notice that he has been accepted as a Client of the Company and which contains the trading account number and login details.

## **7. Capacity**

- 7.1. The Parties are entering into this Agreement as principal to principal. For the avoidance of any doubt, in relation to individual Orders for CFD transactions the Company shall execute such Orders against its Client as a principal to principal.
- 7.2. The Client is acting as a principal for his own self and not as an agent and/or representative and/or trustee and/or custodian of someone else, unless the Company specifically consents to this in writing and all the documents required by the Company for this purpose have been provided by the Client.
- 7.3. The Client shall not be allowed to appoint any authorised representative to act on his behalf for the purposes of this Agreement, unless otherwise specifically agreed in writing between the Parties. In cases where the Company decides to accept a Client through an authorised representative, information in relation to the Client and his trading activity shall not be disclosed to the authorised representative. The authorised representative shall only be allowed to give instructions to the Company on behalf of the Client.

## **8. Client Categorisation**

- 8.1. In compliance with the Company's client categorisation policy, the Company classifies its Clients in three main categories: Eligible Counterparties (ECPs), Professional Clients and Retail Clients. For more details please read the Client Categorisation Document found on the Company's Website under Legal Documentation section.
- 8.2. For the purposes of the services provided by the Company under this Account Opening Agreement, subject to Applicable Regulations the Company shall treat the Client as a Retail Client, unless the Company has informed you otherwise in writing.
- 8.3. The Company offers different levels of protection to each category of Clients. More specifically Retail Clients which are by their nature inexperienced and hold no particular knowledge of the investment sector, are offered a higher level of protection under the applicable laws and regulations, whereas Professional Clients and ECPs which possess more experience in the investment sector and therefore are able to assess the risks they



might be involved in while trading in the market, are offered the protection that they are deemed to be offered under the applicable laws and UK regulations .

- 8.4. The Client has the right to request from the Company a re-categorization (i.e. to request to be included in a different category than the one which the Company based on the appropriateness test has selected for him). The Client may request a re-categorisation either on an overall level or on a product level. The Client acknowledges and understands that in a case of re-categorization the level of protection offered to him shall be differentiated according to the category he has requested to be included. Where the Client requests a different Categorisation (either on an overall level or on a product level), he needs to meet certain specified quantitative and qualitative criteria.
- 8.5. On the basis of the Client's request for a re-categorisation, the Company undertakes an adequate assessment of the expertise, experience and knowledge of the Client along with the nature of the transactions and the services applied for by the Client to determine whether the Client is capable of making his own investment decisions and understands the risks involved while trading on the market. Where the Company is not satisfied by the findings of the above-mentioned test, the Company has the right to decline such a request and continue to provide to the Client the services which are appropriate according to the profile the Company has created for him.

## **9. Client Funds**

- 9.1. As the Company has categorised you as a Retail Client in accordance with Applicable Regulations, the Company is obliged to treat the money you transfer to us, money paid to us on your behalf or is credited by the Company to your account, as "Client Money", in accordance with FCA's Client Money Rules.
- 9.2. The rules require, amongst other things, that the Company hold and segregate Client Money from its own money using an approved bank. Client money is held in segregated trust accounts at an approved EU bank as safeguard for the protection of Client Money.
- 9.3. Interest will not be paid on credit balances in the Client's Account.

- 9.4. Unless that Client has notified the Company in writing to the contrary, the Company may hold Client Money in a segregated account located outside the UK or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located outside of the UK.
- 9.5. If the Company has categorised you as a Professional Client or Eligible Counterparty, in writing or otherwise, the Company may acquire full ownership of all amounts from the Client, or credited by the Company to the Client's Account. This money may be used to cover the client's potential liabilities to the Company under this Agreement such as to allow a third party, such as an exchange, a clearing house or an intermediate broker to hold control of all Client Funds where the Company transfers the Client Funds (a) for the purposes of a transaction for the Client through or with that person; or (b) to meet Client's obligations to provide collateral for a transaction (e.g. an initial margin requirement for a derivative transaction). Such money may not constitute Client Money for the purposes of Client Money Rules and so may not be segregated from money held in the Company's own account(s) and may be used by the Company in the course of your business. The Client will rank as a general creditor of the Company of respect of this money in the event of the Company's insolvency. The Company reserves the right to apply discretion to Professional Clients and treat your money as Client Money under the FCA's CASS rules, therefore segregating your money from the Company's money to ensure money is protected. The Company will inform professional clients if their money is to be treated as Client Money, placed in segregated client accounts and therefore protected under the FCA's Client Money rules or alternatively, not treated as client money, held in the Company's own bank account(s) and therefore not afforded the protections given to retail clients under the Client Money rules.
- 9.6. The Company will take all reasonable care in selection of any bank or third party holding Client Money. We shall not be liable for the insolvency, acts or omissions of a bank or other third party holding Client Money except as a result of our negligence, fraud or wilful default.
- 9.7. The Client authorises the Company to make any deposits and withdrawals from the Client's

Account on his behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

- 9.8. Unless the Parties otherwise agree in writing, any amount payable by the Company to the Client, shall be paid directly to the Client's account held with the Company.
- 9.9. The Client authorises the Company to make any deposits and withdrawals from the Client's Account on his behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.
- 9.10. Unless the Parties otherwise agree in writing, any amount payable by the Company to the Client, shall be paid directly to the Client's account held with the Company.
- 9.11. The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (Free Margin) from his trading account without closing the said Account.
- 9.12. Money transfer request (withdrawal from Trading Account) is processed within the time frame indicated on the Company's website, under deposit and withdrawal section, after receiving from the Client transfer request instructions. When the transfer request process is concluded the transferring amount is reduced from the balance of the Client's Trading Account. The Client can then request for a withdrawal from his Account. The Company reserves the right to decline the withdrawal request if the request is not in accordance with Clause 9.15 below and/or delay the process of the request if it is not satisfied with the documentation provided by the Client.
- 9.13. The Client agrees to pay any bank transfer fees which might occur when withdrawing funds from the Client's Account and depositing them to his designated bank account. The Client must provide to the Company the payments details. The Client shall be held fully liable for his own funds, if he has provided the Company with wrong and/or misleading details. The

Company bears no responsibility for any funds not deposited directly into the Company's bank accounts.

- 9.14. The Company agrees that any amounts sent by the Client or on the Client's behalf in the bank account of the Company will be deposited to the Client's Account at the value date of the payment received and net of any charges/ fees charged by the bank account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorised representative of the Client before making any amount available to the Client's Account, otherwise the Company reserves the right to refund/ send back the net amount received to the remitter by the same method as received.
- 9.15. Withdrawal requests will be processed during 24 hours after the Client has submitted his request. Withdrawals should be made using the same method which the Client has used the first time to fund his Account and to the same remitter. The Company reserves the right to cancel a withdrawal with specific payment method and inform the Client of the reason for the cancellation as well as ask the Client to submit his withdrawal request using the correct withdrawal method. More details on the circumstances which the Company might cancel a withdrawal request can be found on "Withdrawal Conditions" which is accessible via the Company's website.
- 9.16. The Client agrees to waive any of his rights to receive any interest earned in the money held in the Bank Accounts and consents that the Company will benefit from such an interest earned to cover registration/ general expenses/ charges/ fees and interest related to the administration and maintenance of the bank accounts. Such expenses will not be passed over to the Clients what so ever. However, the Company may at its discretion pay interest at a rate and basis of calculation as it determines.
- 9.17. At the close of each business day the Company carries out daily reconciliations between money required to be held in the Client Money bank account(s) and Client Money that is held in the Client Money bank account(s) in accordance with Applicable Regulations. Any required transfer to or from the Client Money bank account in respect of the Client

account will take place on the following business day. The Company may carry out such reconciliations and transfers more frequently, should the Company deem this reasonable to do in order to protect both the Company's and the Clients' interests.

9.18. Where the Client's Account is classified as Closed/Terminated with a positive balance (i.e. there are funds available on Client's Account), the Company will have the right to cease treating those funds as Client Money and make a deduction of the Account balance from Company's Client Account to Company's Own account. If the Client later make a valid claim to the Company, the Company may pay the Client any amount owed to the Client by the Company.

## **10. Instructions**

10.1. The Client may give the Company oral or written instructions (which shall include instructions provided via the internet or by email as described below). The Company shall acknowledge the reception of the instructions orally or in writing, as appropriate.

10.2. The Client shall notify the Company of the identity of any authorised representatives to give instructions to the Company on behalf of the Client, where such a case has been properly approved and agreed by the Company in writing. Such notice shall be in writing and shall set out the names and specimen signatures of the authorised representative. The Client must notify the Company in writing of any possible revocation of such a power granted to an authorised representative, which shall only be effective upon the written confirmation of the Company that it has properly received the notice of such a revocation. The Company shall not be liable for any loss, direct or indirect, resulting from the Client's failure to notify it of such revocation.

10.3. The Company shall be entitled to act upon the oral or written instructions of any authorised representative or any person who appears to the Company to be an authorised representative, notwithstanding the contrary.

10.4. All instructions related to trading financial instruments received from the Client and from any authorised representative of the Client either through telephone, internet (chat), and any meetings between the Client or any authorised representative of the Client with the

Company, shall be conclusive and binding.

- 10.5. Once an instruction has been given by or on behalf of the Client, it cannot be rescinded, withdrawn or amended without the Company's express consent. The Company has the right to decline the execution of an instruction by a Client or an authorised representative of the Client and is under no obligation to provide a reason for such a refusal and shall not be liable for any loss occasioned thereby such a decision.
- 10.6. The Client shall give to the Company clear, accurate and prompt instructions. Where the Client does not provide clear, accurate and prompt instructions the Company is allowed to take such steps at the Client's cost, as the Company considers appropriate for its own protection and/or for the protection of the Client. This shall also apply in situations where the Company is unable to contact the Client.
- 10.7. The Company shall not be liable for any loss, expense, cost or liability suffered or incurred by the Client as a result of instructions being given, or any other communications being made, via the Internet. The Client will be solely responsible for all orders, and for the accuracy of all information, sent via the Internet using the Client's name or personal identification number. The Company will not proceed with the transmission and execution of an order until it has confirmed the order with the Client.
- 10.8. If the Company does not receive any instructions from the Client to settle any open trades/positions by the end of the business day (i.e. server time), the Company is hereby authorised, but not obliged, to transfer all such trades/positions to the next trading business day. This process shall be defined as a roll-over and the Client acknowledges that unless those trades/positions are closed manually, all such trades/positions may be rolled over on a continuous basis and consequently bear the costs for the roll-over.
- 10.9. The Company may require confirmation if an instruction appears to the Company to be unusual and/or does not fit the Client's profile and/or if such instruction is to close the Client's account and/or an instruction for repayment to the Client.
- 10.10. The Company represents that it shall proceed with the instructions of the Client as soon as practically possible and shall, as far as trading instructions are concerned, act in

accordance with the Company's Best Execution Policy. If, after instructions are received, the Company believes that it is not reasonably practicable to act upon such instructions within a reasonable time, the Company may defer acting upon those instructions until it is, in the Company's reasonable opinion, practicable to do so or notify the Client that the Company is refusing to act upon such instructions. The Company shall not be liable for any losses resulting from such deferral or refusal.

10.11. The Company is, in accordance with its Best Execution Policy, entitled to aggregate the Client's orders with the bank's own orders, orders of any of the Company's associates and/or persons connected with the Company including employees and other clients. Furthermore, the Company may split the Client's orders when executing these. The orders will only be aggregated or split if the Company reasonably believes it to be in the best interest of the Client. On some occasions, aggregation and split of the Client's order may result in the Client obtaining a less favourable price than if the Client's orders had been executed respectively separately or mutually.

10.12. Joint Account Holders:

The Company does not, in general, accept joint account holders except in the cases where there is a relative relationship between the Clients i.e. they have to provide relevant documentation as a proof of the existence of such relationship. It should be noted that Clients who wish to create a joint account must have a joint bank account and thus conduct any deposits from their joint bank account.

- (a) The Clients acknowledge that the liabilities of each Client who have created a joint account with the Company shall be joint and several;
- (b) the Company may act upon instructions received from any Client who is, or appears to the Company to be, a holder of a joint account; and
- (c) any notice and other message given by the Company to any Client is deemed to have been given to all the persons involved;
- (d) the rights of the Company in case an Event of Default occurs shall apply if an Event of Default shall be deemed to have occurred in respect of any such persons.

## 11. Communications

11.1. Communications may be made to the Client at such address, telephone, facsimile or email address which the Client provides to the Company from time to time for the purpose of this Agreement.

11.2. Unless otherwise agreed in writing, all communications shall be made in the English language. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

11.3. Any notice/ communication sent to the Client by:

- (a) post shall be deemed to have been served, in the case of service in UK 48 hours after dispatch and, in the case of service outside UK, seven (7) days after dispatch.
- (b) facsimile shall be deemed to have been served at the time of receipt of a positive transmission notice by the sender.
- (c) email shall be deemed to have been served when received at the destination site or the address advised by the recipient to the sender to be its email address.

11.4. In proving service, it will be sufficient to prove,

- (a) in the case of a letter, that it was properly stamped, addressed and placed in the post,
- (b) in the case of a facsimile transmission, a delivery report and,
- (c) in the case of email, that the sender has received a valid message confirmation delivery.

11.5. The Client shall ensure that at all times the Company will be able to communicate with the Client or his authorised representative by telephone, facsimile or email.

11.6. Communications may be made to the Company at the address and telephone number provided to the Client for this purpose and shall be considered to have been duly made only upon their actual receipt by the Company.

11.7. In the case where the Client's details have changed the Client shall notify the Company



accordingly in order to update its records.

- 11.8. The Client acknowledges and agrees that the Company may record all telephone conversations, internet conversations (chat), and meetings between the Client or his authorised representative and the Company and use such recordings, or transcripts from such recordings, as evidence in any dispute or anticipated dispute between the Parties. The Company shall only disclose such recordings and/or transcripts of such recordings to any state authorities and only upon their request without informing the Client of such an action. The Company shall in no cases make such information available to the Client. It shall be noted that the Company shall in no circumstances be held liable for not keeping any recordings and/or transcripts of such recordings where technical reasons might prevent the Company from doing so.
- 11.9. If at any time and for whatever reason the Client is unable to communicate with the Company, the Company will not be held liable for any loss, damage or cost caused to the Client by any act, error, delay or omission resulting from his inability to place any orders, to open and/or close positions.
- 11.10. The Company may from time to time communicate with the Client by any of the means of communication mentioned in Clause 11.1 for providing any kind of information including but not limited to information on any new feature on its platform, for any updates on the Company's website, for the provision of information on new products and/or new promotions and bonuses schemes and/or anything that in the Company's opinion might be of interest and assistance to its Clients. The Client consents and agrees to receive any of the information which the Company wishes to make available to the Client.

## **12. Company's Spreads and Conditions**

- 12.1. By accepting the terms of this Agreement, the Client has read, understood and accepted the information under the Spreads and Conditions available on the Company's Website, in which all related spreads, charges, margin, interest and other rates are explained. The Company reserves the right to amend all such spreads, charges, margin, swaps and other rates. The Client shall be notified accordingly of such amendments and shall be solely

responsible for reviewing these amendments prior to and after placing any orders and/or instructions to the Company. The Company is entitled, but shall not in any circumstances be obliged, to convert:

- (a) any realised gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency;
- (b) any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than the Client's base currency;

12.2. Whenever the Company conducts currency conversions, at such reasonable rate of exchange as it selects. The Company shall may be entitled to add a mark-up to the exchange rates. The prevailing mark-up is defined in the Spreads and Conditions Schedule.

12.3. In addition, the Client shall be obliged to pay all applicable VAT and other taxes and all other fees incurred by the Company in connection with any Contract and/ or in connection with maintaining the Client relationship.

12.4. The Company may share commissions and charges with its associates, Affiliates or other third parties or receive remuneration from them in respect of Contracts entered into by the Company. Details of any such remuneration or sharing arrangement will not be set out on the relevant Trade Confirmations. The Company (or any associate) may benefit from the commission, mark-up, mark-down or any other remuneration where it acts as the Counterparty to a Contract.

12.5. The Company may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with the Client). The Company may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down.

12.6. The Company will upon reasonable request and to the extent allowed by the applicable laws and regulations, disclose to the Client the amount of commission, mark-up, mark-down or any other remuneration paid to any Affiliate or another third party by the Company.

### **13. Leverage**

13.1. A Client can change the leverage within his myHF of each trading account up to five (5) times. For changing more than five (5) times the Client needs to send a request at [trading@hfmarkets.co.uk](mailto:trading@hfmarkets.co.uk). The Company has the option at its own discretion to disable this option.

13.2. A Client has no restrictions to increase the leverage.

13.3. A Client is allowed to decrease the leverage in the following cases:

- (a) If margin is zero;
- (b) If margin is more than zero and the margin level is more than 100%.

13.4. This section applies only to Professional Clients who open a Premium Pro Account with the Company.

### **14. Archived Account**

14.1. A trading Account shall be archived if the following occurs:

- (a) No financial and/or trading activity and no pending orders for a set period of 60 (sixty) calendar days.

14.2. A Trading Account with no financial and/or trading activity for 60 (sixty) days shall be archived and any pending order older than 90 (ninety) days shall be deleted.

14.3. A Trading Account with no financial and/or trading activity for 60 (sixty) days and pending orders less than 90 (ninety) days, shall be archived when the said pending orders reach 90 (ninety) days and shall be deleted.

14.4. Remaining balance in the Trading Account which will be Archived, shall be transferred to the myHF before the Trading Account is archived.

14.5. Any Trading Account can be classified by the Company as an Archived, regardless of the remaining balance of the Trading Account.

14.6. A Client can request to restore an Archived Account by sending an email at [support@hfmarkets.co.uk](mailto:support@hfmarkets.co.uk). An Archived Account is not considered as a terminated trading account, however, any trading account may only be restored at the Company's discretion.

## 15. Dormant Account

15.1. An Account will be considered as a Dormant Account, if there is no financial (deposit/withdrawal) or trading activity (opening /closing orders) in the Account for a set period of 6 (six) months. Pending orders that have been cancelled as per section 14.2 and 14.3 shall not be considered as orders for the determination of the trading activity.

15.2. Dormant Accounts will be charged as follows:

- (a) 6 months - 1 year: a monthly Dormant Fee of 5 USD (Five US Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) on the remaining balance of the Account until the balance is 0 (zero).
- (b) 1 year – 2 year: a monthly Dormant Fee of 10 USD (Ten US Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) on the remaining balance of the Account until the balance is 0 (zero).
- (c) 2 years – 3 years: a monthly Dormant Fee of 20 USD (Twenty US Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) on the remaining balance of the Account until the balance is 0 (zero).
- (d) More than 3 years: a monthly Dormant Fee equivalent to previous year monthly Dormant Fee plus 10 USD (Ten USD Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) will be added for every additional year to, on the remaining balance of the Account until the balance is 0 (zero).

15.3. If the balance of the Account is less than the prescribed charges, the full remaining amount will be charged and the Company has the right to terminate the Account, upon a notice of termination to the Client.

15.4. There will be no charge if the balance in the Account is 0 (zero). The Company shall proceed with notifying the Client that his Account will be terminated with immediate effect. The Company undertakes to make good any valid claim against the released balances.

15.5. The Company reserves the right to charge the Dormant fee retroactively for any month in which the Company had the right to charge it but for technical reasons did not.

15.6. The Dormant Fee is charged for the maintenance, administration and compliance

management of such Dormant Accounts.

15.7. For any information regarding the closure of accounts, please contact the Company at [support@hfmarkets.co.uk](mailto:support@hfmarkets.co.uk).

## **16. Margin Deposits, Collateral and Payment**

16.1. The Client shall pay to the Company on demand:

- (a) Such sums of money by way of deposits or as initial or variation Margin as the Company may from time to time require;
- (b) Such sums of money as may from time to time be due to the Company under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account;
- (c) Any amount necessary for maintaining a positive balance in any and all Accounts.

16.2. The Client shall promptly deliver any money or property deliverable by it under a Contract in accordance with the Terms of that Contract and with any instructions given by the Company for the purpose of enabling the Company to perform its obligations under any corresponding Contract entered into between the Company and a third party.

16.3. If the Client fails to provide any Margin, deposit or another payable amount in accordance with the terms of this Agreement in respect of any transaction, the Company may terminate any Contract without prior notice to the Client and apply any proceeds thereof to the payment of any amounts due to the Company.

16.4. In the event that a negative balance occurs in the Client's Trading Account due to Stop Out, the Company will make a relevant adjustment of the full negative amount the Client does not suffer the loss.

16.5. The Company reserves the right to return the funds deposited by the Client at any time with or without reasons.

16.6. In the event funds are incorrectly placed into your account and/ or withdrawn by you, the Company reserves the right to retrieve these funds either directly from the account in

question or via any other accounts held by the account holder with the Company. In the event that there are open trades within the account the Company will contact the Client via email and inform the Client of the actions to remedy the situation and that any trades must be closed. Failure of the Client to comply might result in the stopping out of open positions due to insufficient funds held in the account. The Company will not be liable for any loss either direct or indirect to the Client if such an event occurs.

## **17. Trade Confirmation and Account Reporting**

- 17.1. Following the execution of any order and/or transaction and/or the closure of any opened positions of the Client, the Company shall provide the Client with a Trade Confirmation providing details of the execution of the specific transaction and/or closure.
- 17.2. An Account Detailed Report is available to the Client through the Trading Platform. The Account Detailed Report will normally be updated periodically during the Company's opening hours.
- 17.3. The Client agrees to accept the Trade Confirmation and the Account Detailed Reports in digital format and that the printed form of such confirmations shall only be provided upon specific request from the Client.
- 17.4. The Client is obliged to verify the contents of each document received from the Company, including but not limited to documents sent in electronic form. Such documents shall, in absence of manifest error, be conclusive unless the Client notifies the Company in writing to the contrary within three (3) business days after receiving such document. In the event that the Client does not receive a confirmation of a transaction and/or Contract and/or such transaction and/or Contract does not appear on the Account Detailed Report and which the Client believes he has conducted, the Client must notify the Company within the period specified otherwise the transaction and/or Contract shall be deemed by the Company as non-existent.
- 17.5. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Trade Confirmation or otherwise a posting on the Client's Account,

but the Client has not received such confirmation, the Client must inform the Company immediately when the Client ought to have received such confirmation. In the absence of such information the transaction or Contract may at the Company's reasonable discretion be deemed non-existent.

## **18. Prohibited Trading**

18.1. The Client is not allowed to enter into any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems or "Expert Advisors"; and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts. The Client agrees and acknowledges that if the Company considers that the Client has been acting in any of the manners described above; the Company may at its sole discretion and without prior notice to the Client, take one or more, or any portion of, the following actions:

- (a) close the Client's account;
- (b) suspend the Client's account for an indefinite period of time;
- (c) carry out an investigation on the Client's account for an indefinite period of time;
- (d) charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques; or
- (e) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the account holder. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client's related accounts in order to make up for the difference.

## 19. Event of Default

19.1. Each of the following constitutes an 'Event of Default':

- (a) The Client has failed to make any payment to the Company in accordance with the terms and conditions under the Agreement;
- (b) The Client has failed to perform any of his obligations to the Company under the Agreement;
- (c) If the Client is a natural person, his death or incapacity;
- (d) The initiation of proceedings for bankruptcy (in case of a natural person) or the winding up (in case of a legal entity) by a third party or the appointment of an administrator or receiver in respect of the Clients' assets (either a natural or legal person);
- (e) Where the Client has entered into any arrangements and/or compositions with his Creditors;
- (f) If the Clients becomes unable to pay any of his debts due and payable to the Company;
- (g) Where any representation and/or warranty made by the Client to the Company under this Agreement becomes untrue.

19.2. In an Event of Default the Company has the right to either:

- (a) Immediately demand any amount due and terminate the Agreement without prior notice to the Client; and/or
- (b) Close or partly close all or any of your open trades at a closing level based on the market price at the time of closure; and/or
- (c) Close all or any of the Accounts of the Client held with the Company of whatever nature and refuse to enter into further dealings with the Client; and/or
- (d) Cancel any of its obligations to continue providing any of its Services to the Client without prior notice.



## 20. Chargeback Policy

- 20.1. The Client shall have the right to file a complaint about a belief that a fraudulent transaction was committed. The Company shall then conduct an investigation to determine whether the alleged transaction was fraudulent. The Client acknowledges that the Company reserves the right to charge the Client a “150 USD research fee” in order to conclude the investigation.
- 20.2. The Company will not accept any form of fraud including but not limited to credit card fraud. The Company shall conduct full investigations and pursue all the losses it might incur under the law. The Company will conduct court proceedings and will claim any losses incurred covering all business, legal fees, research costs, human resource and loss of income.
- 20.3. The Company maintains systems which monitor fraudulent activities. Any transactions detected are immediately canceled along with any orders associated with the transaction. The Company maintains a database of black listed users which are banned from trading.
- 20.4. The Company shall regard any chargeback as fraudulent if the Client fails and/or neglects to assist the Company in resolving any issues associated with a specific deposit. All unnecessary chargebacks produce unnecessary costs for the Company and therefore the Company shall take the following measures:
- (a) When the Company detects suspicious activity regarding a deposit the respective deposit will be placed as ‘Pending’ and fraud detection checks will be performed during this time. Access to the Client’s account will be temporarily prohibited in order to reduce the Client’s exposure to risk.
  - (b) All reviews are generally completed within four (4) to six (6) hours; however, deposits posing a potentially higher risk of fraud might require more time as more extensive fraud detection checks will be performed by the Compliance Department of the Company. As a back-up precaution, the Company may also make direct contact with the Client. The deposit will be immediately canceled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk or does not comply with our Fraud and Security policies. The Company reserves the right to close

any and/or all Client accounts with the Company. Any active orders will be canceled immediately if associated with the same fraudulent credit card and/ or account.

- (c) Unsuccessful chargebacks shall receive a total fee of 300 USD i.e. the 150 USD research fee and an additional 150 USD administrative processing fee' which must be reimbursed to the Company. Under the terms and conditions of this Agreement, the Client hereby agrees and gives permission to the Company to proceed with any charges on the Client's credit card; if these charges are in any way disputed, the Company reserves the right to take any legal action necessary in order to recover any losses associated with these claims.
- (d) Inconclusive chargebacks made against the Company will be passed to a third party agency for collection and the appropriate credit bureaus will be informed of the actions of the Client. The Client faces a risk of his credit rating being affected for a minimum period of 7 (seven) years. In this circumstance the Company shall not negotiate a settlement of the debt and shall request a full payment. The Company will inform the local Police Department where the Client is resident and shall request all necessary actions to be taken under the applicable law of the country of residence of the Client. The Company reserves the right to block online trading facility of the Client and terminate his account without prior notice. The Client acknowledges that in such circumstances any profits or revenues may be seized and the Company reserves the right to inform any third party. The Company is continuously developing tools to monitor any fraudulent activity. The Company shall deal with cases of fraudulent activity as it thinks fit and the decisions taken shall be final, non-negotiable and irreversible.
- (e) The Company reserves the right to deduct the disputed amount until any form of an investigation conducted by the Company is completed.

20.5. Due to the high risks entailed with the crime of fraud the Company considers that more serious measures shall be taken. All IP addresses are closely monitored by the Company and any fraudulent chargebacks will be fully investigated and appropriate measures shall

be taken.

## **21. Conflicts of Interest**

21.1. The Company represents that it takes all reasonable steps to identify conflicts of interests between itself, including its managers and employees, affiliates, tied agents and/or any other relevant persons. The Company shall clearly disclose the general nature and/or sources of conflicts of interest to the Client before proceeding with any instruction and/or transaction of the Client. More details on the conflicts of interest are found on the Company's website. The Client acknowledges and agrees that by signing this Agreement he has read and understood the Conflicts of Interests Policy of the Company.

## **22. Complaints Handling**

22.1. We maintain a Complaints Procedure, published on the Company's website. To assist the Company in resolving any complaints or disputes quickly the Company recommends that the Client notify the Company of the complaint or dispute promptly and in writing, with full details of the relevant issue. To assist the Company with investigating the complaint, the Client should keep his own records of the cause of the complaint and details, dates and times of specific contraventions relating to the complaint.

22.2. If the Client is dissatisfied with the Company's handling of the complaint and/or the Company's findings of the complaint, the Client may (only if the Client is categorised as a Retail Client; Elective Professional client that is either an individual or a micro-enterprise; and in any event subject to eligibility) refer the matter to the Financial Ombudsman Service. Information of the Financial Ombudsman Service, including how to make a complaint, eligibility criteria and the procedures involved, is available from the FOS website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

22.3. The Company shall respond to any communication, complaint, claim or dispute in English. Any translation provided shall be for convenience only and to the extent there is conflict between the English version and any translation, the English version shall prevail.

## **23. Inducements**

- 23.1. The Company may pay and/or receive fees and/or commissions and/or any non-monetary benefits to and/or from third-parties. The Company ensures that it will only accept and/or pay such fees and/or commissions and/or any non-monetary benefits to and/or from any third parties at its own reasonable belief that such benefits will enhance the quality of the offered services to the Client. The Company ensures that such fees and/or commissions and/or non-monetary benefit do not impair the Company's duty to act in the best interests of the Client.
- 23.2. The Company undertakes to disclose any further details of the above-mentioned arrangements relating to the fees and/or commissions and/or non-monetary benefits at the request of the Client.

## **24. Affiliates**

- 24.1. The Client might conclude an Agreement with the Company through an Affiliate. The Client acknowledges and understands that the Affiliate is remunerated through a fee/commission provided by the Company under a written agreement between them.
- 24.2. This fee/commission is related to the volume of trading transactions performed by the referred Clients to the Company. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commissions or any other remuneration paid to the Affiliate, and/or any other third parties.
- 24.3. The Company charges the Clients spreads which are found on the Company's website, under 'Trading Products'. The Client acknowledges and understands that in circumstances of a Client being introduced to the Company through an Affiliate higher spreads may be applied as mark-up, as indicated in Company's website. Note that fees/commissions to the Affiliates may be paid by the Company even if mark ups are not existent. If the Client does not consent to this, the Company shall not apply the mark-up or mark-down to any of the applicable accounts and the Affiliate will be remunerated based on the terms of the

standard Affiliate Agreement offered by the Company.

By accepting this Agreement, the Client acknowledges and confirms that he is aware that commissions based on his traded volume may be paid to the Affiliate and that mark-up may apply on the trading spread.

24.4. The Affiliate has the option to share a percentage of the remuneration he receives from the Company, based on the Affiliate and/or Complementary Agreement he has in place with the Company, with any Client he has referred to the Company, through the Company's Affiliate Rebate system. The Affiliate has the option to change the percentage of the Affiliate Rebate he is willing to share with a Client at any given time, without his prior consent. It is understood that the Affiliate and the Client do not maintain any form of relationship, when the referred Client has already concluded an agreement with the Company.

24.5. Affiliate Rebates apply only to Clients of the Company who have been introduced to the Company by Affiliates and can be applied to any trading account that the referred Client has opened with the Company.

24.6. Affiliate Rebate is the percentage of the Affiliate commission which is calculated based on the volume of trading transactions performed by the referred Clients and are applied to the Client's trading account(s). The Clients can be informed on which of their trading accounts are subject to Affiliate Rebates through their Client Area at myHF area.

24.7. The Affiliate has the option to fund the trading account of the referred Client either automatically or manually. The Client's account can be credited with the Affiliate Rebate amount every day at midnight server time, given that the Rebate generated amount has exceeded 5USD.

24.8. If the Client and/or the Affiliate wishes to receive a detailed statement of a number of rebates received upon the closure of a trade, he must send an email to the Company at [support@hfmarkets.co.uk](mailto:support@hfmarkets.co.uk).

24.9. The Client acknowledges that Affiliate Rebates are discretionary and the Company reserves the right to terminate this offer at any time.

24.10. The Client acknowledges and confirms that:

- (a) any additional agreement between the Client and the Affiliate may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Affiliate.
- (b) the Affiliate is authorised to have "View Only" access to one or more terminals, including terminal access through internet browser, to electronically view the activities of Clients' accounts introduced by the Affiliates to the Company.

24.11. The Client acknowledges that the Affiliate is not a representative of the Company and/or is authorised to provide any guarantees or any promises with respect to the Company or its services.

24.12. The Client acknowledges and understands that the Affiliate is not allowed to offer the service of Investment Advice.

## **25. Assurances and Guarantees**

The Client assures and guarantees that:

- 25.1. The funds deposited with the Company, belong to the Client and are free of any lien, charge, pledge or another impediment;
- 25.2. The funds are not direct or indirect proceeds of any illegal act or omission or product of any illegal activity; and
- 25.3. He acts for himself and is not a representative or trustee of a third person unless he otherwise agreed between the Parties in writing.
- 25.4. The Client guarantees the authenticity and validity of any document sent to the Company during the account opening process and throughout the business relationship with the Company.

## **26. Indemnity and Limited Liability**

26.1. The Client shall indemnify the Company and keep the Company indemnified at all times

against all losses, expenses, costs, and liabilities of any kind or nature which may be suffered or incurred by the Company:

- (a) As a direct or indirect result of any failure of the Client to perform any of his obligations under this Agreement; and/or
- (b) In relation to any instruction given to the Company by an authorised representative of the Client; and/or
- (c) In relation to any instruction, which appears to the Company to be given by an authorised representative of the Client; and/or
- (d) Where the Client and/or the authorised representative of the Client and/or any person which appears to the Company to be an authorised representative of the Company, has provided false and/or misleading information for any transaction.

26.2. This Indemnity shall survive the termination of this Agreement.

26.3. The Company shall not be liable for:

- (a) any loss, expense, cost or liability of any kind or nature suffered or incurred by the Client unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
- (b) any acts or omissions of an authorised representative or a person which appears to the Company to be an authorised representative of the Client which provides the Company with false and/or misleading information of the Client's instructions unless such acts or omissions were the result of the Company's gross negligence and/or fraud on behalf of the Company; and/or
- (c) any loss of opportunity that results in a reduction in the values of the Client's transactions, regardless of the cause of such reduction, except to the extent that the reduction occurred as a direct consequence of the Company's deliberate actions or omissions.

- (d) any loss caused by actions of the Company, within the limits of realisation of its rights, stipulated in these Terms;
- (e) any loss or expense incurred by the Client in connection with any error and/or failure and/or delay in the operation of the Trading Platform.

## **27. Acknowledgements**

27.1. The Client acknowledges that he has read, understood and accepted the present Agreement, and all other legal documentation available on the Company's website (the Terms of Business, the Privacy Policy, the General Risk Disclosure, the Client Categorisation Policy, the Complaint Handling, the Order Execution Policy, the Risk Disclosures for Financial Instruments and the Summary of Conflicts of Interest Policy as amended from time to time). The Company shall notify the Client of any changes in the legal documentation of the Company and the Client shall be solely responsible for making himself familiarised with such changes.

27.2. The Client further acknowledges and understands that:

- (a) the Company's relationship with him will be governed by the Terms and conditions of this Agreement and the Terms of Business available at the Company's website as amended from time to time;
- (b) that any market recommendation and any information communicated by the Company does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by the Company to be reliable, may be based solely on a vendor's opinion (such as a third party market analysis provider) and that such information may be incomplete and may be unverified and unverifiable. The Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client;
- (c) the Company reserves the right to change the specification of a Trading Account and



publish any changes made to a specific trading account type on the relevant page of its Website;

- (d) that there is no specific EU regulatory framework governing the trading on CFDs in cryptocurrencies and therefore trading in such products fall outside the scope of MiFID's regulated activities;
- (e) that the Company's official language is the English Language.
- (f) The Services and/or any marketing communication as regards the same are only provided via the Company's website and/or Trading Platform(s) and/or official social networking channels as per the provisions of the Agreement, thus, only these methods shall be used for communicating and receiving the Services offered by the Company. The Company shall not be liable for any loss, expense, cost or liability of any kind of nature incurred by the Client in case he has communicated and/or conducted any type of business with any natural or legal entity claiming to act on the Company's behalf in respect of the Services offered by the Company (i.e. imposters, fraudsters etc.).

## **28. Risks**

28.1. The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged Contracts is:

- (a) highly speculative;
- (b) may involve an extreme degree of risk; and
- (c) is appropriate only for persons who, if they trade on margin, can assume the risk of loss in excess of their margin deposit;

An example of a leveraged product is a CFD on Forex with a leverage of higher than 1:1. Clients may choose a leverage of 1:1 which makes the Contract non-leveraged.

28.2. The Client acknowledges, recognises and understands that:

- (a) because of the low margin normally required in margined transactions, price changes in the underlying asset may result in significant losses, which losses may substantially

exceed the Client's investment and margin deposit;

- (b) certain market conditions may make it difficult or impossible to execute orders at a stipulated price;
- (c) when the Client directs the Company to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;
- (d) the Company does not and will not provide any trading advice to the Client. The Client acknowledges that the Company and/or its employees and/or associates and/or representatives provide mere recommendations or suggestions and will not be held liable for any losses incurred by the Client in relation to such recommendations and/or suggestions;
- (e) the Company shall not conduct any continuous monitoring of the transactions already entered into by the Client. The Company cannot be held responsible for transactions developing differently from what the Client might have presupposed and/ or to the disadvantage of the Client;
- (f) guarantees of profit or freedom from loss are impossible in investment trading;
- (g) the Company shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.
- (h) many Contracts will be effected subject and in accordance with Market Rules. In particular, the Client acknowledges that Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation and agrees that if any exchange or clearing house takes any action which affects a contract then the Company may take any action which it, in its discretion, considers desirable in the interests of the Clients and/ or the Company. The Company shall not be liable for any loss suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by the Company as a result of such acts or omission unless

the Company has exercised gross negligence in connection hereby.

- (i) Trading on CFDs in cryptocurrencies is not appropriate for all Clients. The Client hereby acknowledges and understands that in order to be able to trade with cryptocurrencies he must possess the necessary knowledge and expertise and understand the specific characteristics and risks related to these products;
- (j) Trading on CFDs in cryptocurrencies involves a high risk of losing all the invested capital as cryptocurrencies values can fluctuate and may result in significant loss over a short period of time.

## **29. Representations and Warranties**

29.1. The Client represents and warrants that:

- (a) He does not have any legal disability with respect to, and he is not subject to any law or regulation which prevents the performance of his obligations of the Agreement and/or any transaction contemplated by the Agreement;
- (b) He has obtained all necessary consents and is authorised to operate in accordance with the Agreement; (in the case of a company that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organisational documents);
- (c) sums, investments or other assets supplied by the Client for any purpose, subject to the Agreement, are free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;
- (d) He is in compliance with all the laws to which he is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and
- (e) the information provided by the Client to the Company is complete, accurate and under no circumstances is misleading and the documents handed over by the Client are valid and authentic;

- (f) the Client has read and fully understood the terms of the Agreement;
- (g) the Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed the Account Opening Application Form on the Client's behalf is duly authorised to do so;
- (h) all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- (i) the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- (j) the Client has chosen the particular type of service and financial instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- (k) the Client has declared in the Account Opening Application Form if he is not a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;
- (l) the Client should inform the Company prior opening an account and throughout the business relationship if he has been convicted of a crime or have any outstanding criminal charges pending against him;
- (m) there are no restrictions on the markets or financial instruments in which any transactions will be sent for execution, depending on the Client's nationality or religion.

29.2. The Client represents and warrants that the above representations and warranties shall be applied for any future instructions and/or transactions provided by the Client for the duration of his business relationship with the Company.

### **30. Miscellaneous Provisions**

30.1. If at any time, any provisions of the Agreement become illegal, invalid, or unenforceable under the law of any jurisdiction, neither the legality, validity or enforceability of the

remaining provisions of the Agreement shall be in any way affected. All other provisions of the Agreement shall remain valid and effective.

- 30.2. No delay or omission on the part of the Company in exercising any right, power or remedy or partial or defective exercise thereof provided by law or this Agreement, shall:
- (a) Impair or prevent further or another exercise of such right, power or remedy; or
  - (b) Operate as a waiver of such right, power or remedy.
- 30.3. No waiver of any breach of any term under this Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach.
- 30.4. The Client is not entitled to assign and/or transfer and/or delegate any of his rights under this Agreement to any third party. The Company may assign its rights and/or delegate its obligations to any publicly regulated financial institution.
- 30.5. If the Company proceeds with the transaction for and on behalf of the Client this shall not, in any case, mean that the Company recommends or concurs on the merits of the transaction or that the transaction is suitable for the Client.

### **31. Force Majeure Event**

- 31.1. The Company shall not be liable to the Client for any circumstances arising beyond its reasonable control i.e. force majeure events. Such force majeure events shall include without limitation:
- (a) any technical difficulties such as telecommunications failures or disruptions, non-availability of the Company's Website e.g. due to maintenance downtime;
  - (b) declared or imminent war, revolt, civil unrest;
  - (c) catastrophes of nature;
  - (d) statutory provisions, measures taken by authorities;
  - (e) strikes, lock-outs, boycotts, or blockades;
  - (f) a force majeure event which occurred due to any natural, technological, political, governmental, social, economic or similar event or circumstance that occurred after a

transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction;

- (g) instances of illegitimate actions against the Company's servers that maybe outside the control of with the Client or the Company.

31.2. If the Company determines, in its reasonable opinion that a force majeure event has occurred; under such circumstances, the Company shall take all reasonable steps in order to inform the Client.

31.3. If the Company determines that a force majeure event occurred, without prejudice to any other rights of the Client under the Agreement, may:

- (a) Increase margin requirements; and/ or
- (b) increase spreads; and/ or
- (c) decrease leverage and/or
- (d) close out, in good faith, any open positions at a price that the Company considers reasonable; and/ or
- (e) request amendments to any closed positions; and/ or
- (f) suspend the provision of the Services to the Client; and/ or
- (g) amend any of the terms of the Agreement on the basis that it is impossible for the Company to comply with it;
- (h) suspend or modify the application of any or all terms of the Agreement where the Force Majeure Event makes it impossible or impractical for the Company to comply with them; and /or
- (i) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.

## **32. Demo Accounts**

32.1. A Demo Account is a type of 'virtual account' designed to closely simulate a real trading

environment based on actual market conditions. This type of account is offered by the Company to Clients and/or Prospective Clients, for them to test their trading skills prior to opening a live trading account.

32.2. A Demo Account's Balance can be increased or decreased by Clients and/or Prospective Clients subject to the restrictions mentioned in clauses 32.3 and 32.4 below.

32.3. A Demo Account's Balance can be increased up to 3 (three) times per day provided that each deposit amount equals or exceeds 10 USD (ten US Dollars), or the applicable amount of the Demo Account's base currency. It shall be noted that the maximum balance of a Demo Account shall not exceed the amount of 10,000,000 USD (ten million US Dollars), or the applicable amount of the Demo Account's base currency.

32.4. A Demo Account's Balance can be decreased up to 2 (two) times per day provided that the amount to be removed equals or exceeds 5 USD (five US Dollars), or the applicable amount of the Demo Account's base currency, and does not exceed the Demo Account's Free Margin.

32.5. The Demo Premium HFM Account is valid for 60 (sixty) days only.

32.6. It should be noted that inactive Demo Accounts are automatically deleted within 29 (twenty-nine) days of inactivity without prior notice of termination to the Clients and/or Prospective Clients.

### **33. Term**

33.1. This Agreement shall come into force on the Commencement Date of this Agreement and shall remain in full force and effect until it is terminated by either Party in accordance with Clause 34 of this Agreement.

### **34. Termination**

34.1. The Client relationship shall remain in full force until terminated.

34.2. The Company may terminate this Agreement with immediate effect if it provides to the Client a written notice of termination by email and/or facsimile. The Company is under no

obligation to provide any reasons for the termination of its business relationship with the Client.

- 34.3. Either party has the right to terminate the business relationship immediately by giving written a notice to the other. Termination will not affect any accrued rights.
- 34.4. The Company may terminate this Agreement with immediate effect without notice in an event of Default of the Client.
- 34.5. In case the Client involves the Company directly or indirectly in any type of fraud, the Company reserves the right to reverse all previous transactions which place the Company's interest and/or any of its Clients interest at risk before terminating cooperation with the respective Client. The Company will use its best judgment to determine the existence of fraud.
- 34.6. Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Positions or any legal rights or obligations which may already have arisen under the Agreement or any transactions and deposit/ withdrawal operations made there under.
- 34.7. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including without limitation:
- (a) all outstanding costs and any other amounts payable to the Company;
  - (b) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
  - (c) any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
  - (d) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
  - (e) any damages which arose during the arrangement or settlement of pending obligations.
- 34.8. Once notice of termination of this Agreement is provided to the other Party or upon termination (when a notice is not required) the following will apply:



- (a) the Client will have an obligation to close all his open positions. If he fails to do so, upon termination, the Company has the right to close any open positions;
- (b) the Company will be entitled to cease to grant the Client access to the Platform or may limit the functionalities the Client is allowed to use on the Platform;
- (c) the Company will be entitled to refuse to open new positions for the Client;
- (d) the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

34.9. Upon Termination:

- (a) the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- (b) the Company reserves the right to close the Client Account(s);
- (c) the Company reserves the right to convert any currency;
- (d) the Company may close out all or any of the Client's open positions at current Quotes;
- (e) if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any authorised representative of the Client to pay any applicable amounts. Such funds shall be delivered to the Client in accordance with his instructions.

## 35. Amendments

35.1. The Company may from time to time amend the Terms and Conditions of this Agreement and/or any other legal documentation found on the Company's Website. The Client shall receive a notification in advance of the proposed changes. The Client shall confirm his

acceptance of the proposed changes in order to continue his business relationship with the Company. If the Client does not accept the proposed changes and wishes to terminate his business relationship with the Company, he must provide a written notice of termination to the Company in accordance with Clause 34 of this Agreement.

35.2. The proposed changes shall take effect from the date the Client confirms his acceptance of the proposed changes to the Company.

### **36. Information Disclosure**

36.1. The Company shall maintain all information received by the Client confidential. The Client acknowledges that such information shall be disclosed to the Company's employees, affiliates, consultants and advisors who are required to know such information for the purpose of this Agreement and/or to any parties either in the United Kingdom or outside of it to facilitate the transfer of funds from the Client's credit card and who shall maintain that the confidentiality of such information. The Client acknowledges and agrees that the Company may disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client.

### **37. EMIR**

37.1. Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or other agreement between the parties, each party hereby consents to the disclosure of information:

- (a) to the extent required or permitted under, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule or regulation ("EMIR and Supporting Regulation") which mandate 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 and Supporting Regulation 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"); *or*

(b) to and between the other party's head office, branches or Partners, or any persons or entities who provide services to such other party or its head office, branches or Partners, in each case, in connection with such Reporting Requirements.

37.2. Each party acknowledges that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

37.3. Each party further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third-party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. Each party also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction. For the avoidance of doubt,

(a) to the extent that applicable nondisclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements

provided herein shall be a consent by each party for purposes of such law;

- (b) any agreement between the parties to maintain the confidentiality of information contained in this Agreement or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and
- (c) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.

37.4. The consenting party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

37.5. The Client represents, unless notified otherwise, to the Company on each date and at each time on which it enters into a Transaction (which representation will be deemed to be repeated by the Client at all times while such Transaction remains outstanding) that:

- (a) it is either a non-financial counterparty (as such term is defined in EMIR); or
- (b) an entity established outside the European Union that, to the best of its knowledge and belief, having given due and proper consideration to its status, would constitute a non-financial counterparty (as such term is defined in EMIR) if it was established in the European Union; and
- (c) it is not subject to a clearing obligation pursuant to EMIR (or, in respect of an entity under clause 77.1(a)(ii) above, would not be subject to the clearing obligation if it were established in the European Union) in respect of such Transaction. For the purposes of this clause, it is assumed that the Transaction is of a type that has been declared to be subject to the clearing obligation in accordance with Article 5 of EMIR and is subject to the clearing obligation in accordance with Article 4 of EMIR (whether or not in fact this is the case), and that any transitional provisions in EMIR are ignored

### **38. EMIR DELEGATED REPORTING SERVICE – LEGAL ENTITIES**

- 38.1. Where the Client is a Legal Entity and is required to report its trades in derivatives contracts under EMIR and Supporting Regulations, the Company has the responsibility to report the Client's trades in derivatives contracts with the Company to the relevant TR on the Client's behalf ("Delegated Reporting Service"). The provisions of this clause, shall apply to the Client where the Client subscribes to the Company's Delegated Reporting Service.
- 38.2. By subscribing to the Company's Delegated Reporting Service, the Client authorises the Company to report the Client's trade related data to any TR on the Client's behalf. The Client acknowledges and accepts that it is responsible for obtaining a Legal Entity Identifier ("LEI") or an interim pre-LEI, an international securities identification number ("ISINs") and a unique trade identifiers ("UTIs"), at its own cost, and providing this information to the Company as soon as possible but in no event later than fifteen (15) calendar days following a request from the Company to provide such details.
- 38.3. The Client remains at all time responsible for maintaining active its information as per paragraph 37.2 herein, in order for the Company provide the Delegated Reporting Service. In cases where the Client does not provide this information, the Company reserves the right to cancel Client's open trades and/or disable the option of opening any new trade.
- 38.4. The Company will only report client trades where the Company directly faces the Client, which means that the Company will not report trades executed through a central counterparty or intercompany trades.
- 38.5. The Company shall, at all times, perform its obligations and exercise discretion under this clause with reasonable care, provided that the Company shall not be required to do or cause to be done anything which:
- (a) is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any Third-Party Service Provider or any TR (including any decision by a Third Party Service Provider or any TR not to permit the Company to submit relevant data in accordance with these Terms and Conditions); or

(b) is contrary to any law, rule or regulation or the Company is otherwise prevented from doing by any law, rule or regulation.

38.6. Notwithstanding any other provision of these Terms and Conditions but subject to the remaining provisions of this clause, the Company will not have any liability to the Client (or any person claiming under or through it) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for any losses arising directly from, or in connection with:

- (a) the Company's provision of, or the Client's use of, the Delegated Reporting Service;
- (b) any acts, omissions or failures of any third party, including but not limited to any Third Party Service Provider or a TR (including any decision by a third party service provider or a TR not to permit the Company to submit relevant data via the Third Party Service Provider or to a TR on behalf of the Client);
- (c) the Company's performance of its obligations or exercise of its rights under this clause;
- (d) the failure of any platform, system, interface or other technology, including any internal platform, system, interface or other technology, which the Company uses or intends to use in the performance of its obligations or exercise of its rights under this clause; or
- (e) a third party accessing or intercepting any information or data of the Client, except to the extent that such losses are due to the gross negligence, wilful default or fraud of the Company. The Client agrees that the Company will not have any liability to the Client for any indirect or consequential loss or damage or for any direct or indirect loss of business, profits, anticipated savings or goodwill.

### **39. Tax Information**

39.1. By accepting these Terms and Conditions, the Client consents that the Company can provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and

to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to his Account.

#### **40. Governing Language**

40.1. This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

#### **41. Governing Law and Jurisdiction**

41.1. A transaction which is subject to the rules of a Market shall be governed by the law applicable to it under those Rules. Subject to the aforementioned sentence, this Agreement and all transactions shall be governed by and construed in accordance with the Laws of England and Wales.

*Version: 2023/04*