

TERMS AND CONDITIONS

Please Read the Terms and Conditions stated below. They govern the relationship between One Global Market Limited (herein the "Company") a UK Investment Firm authorised and regulated by the Financial Conduct Authority (FCA) with firm reference number (FRN): 769481, Company registration number 10396402 and its clients.

1. Introduction

- 1.1. This Agreement is entered by and between the Company and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client.
- 1.2. The Company is authorised and regulated by the Financial Conduct Authority (FCA) as a UK Investment Firm (UK IF) to offer certain Investment Services under the Applicable Laws and Regulations, as defined below and as subsequently amended or replaced from time to time. It is registered in the United Kingdom with registration number 10396402. The Company's address at 25 Cabot Square, Canary Wharf, E14 4QZ.
- 1.3. This Client Agreement and following the below information, as amended from time to time: "Client Categorisation Policy", "Conflicts of Interest Policy", "Best Interest and Order Execution Policy", "Risk Disclosure and Warnings Notice", "Privacy Policy", "Complaints Handling Policy", "Cookies Policy" (together, the "Agreement") set out the terms upon which the Company will offer Services to the Client. In addition, the various documents above set out the matters which the Company is required to disclose to the Client under the Applicable Laws and Regulations.
- 1.4. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).
- 1.5. The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
- 1.6. You hereby expressly acknowledge and agree that: (a) by completing and submitting to the Company the Account Opening Application Form and/or by clicking on the appropriate space or on "I have read and agree to the Terms and Conditions" statement or any similar buttons/confirmation statements designated to show us your approval and acceptance of this agreement and/or (b) by accessing or using and/or by continuing to access or use the services provided by the Company, you fully agree to abide by and to be bound by all the Terms and Conditions set out in the agreement, as they may apply to you.

- 1.7. If your signature or acknowledgement is required/requested with respect to any documentation and you “click” in the appropriate space, or on the “Accept”/“Submit” buttons, or any other similar buttons in this respect showing your approval and acceptance thereof, you will be deemed to have “signed” and/or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. Further to this, to the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under the applicable laws/regulations of any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records. Despite this, upon prior written notice to the Company, you have the right to withdraw your consent to the electronic delivery and signature of documentation that we may provide to you, however, upon such withdrawal the Company may, at its sole discretion and without any obligation to provide any further explanations, restrict or terminate the business relationship.
- 1.8. For your benefit and protection, please ensure you take sufficient time to read the Agreement as well as any other additional documentation and information available to you via the Company’s website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification or seek independent professional advice (if necessary).

2. Interpretation of Terms

In this Agreement:

"Access Data" shall mean the Login and Password of the Client, which are required so as to have access on and use the Platform(s), the telephone password which is required so as to place Orders via phone and any other secret codes issued by the Company to the Client.

"Account Opening Application Form" shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain, among other things, information for the Client’s identification and due diligence, his categorisation and appropriateness or suitability (as applicable) in accordance with the Applicable Laws and Regulations.

"Affiliate" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

"Agreement" shall mean this "Client Agreement" together the following policies traced on the Company’s website: Client Categorisation Policy, Conflicts of Interest Policy, Best Interest and Order Execution Policy, Risk Disclosure and Warnings Notice, Complaints Handling Procedure, Cookies Policy and Privacy Policy, as amended from time to time.

"Applicable Laws and Regulations" shall mean the Financial Services and Markets Act 2000 (Markets in Financial Instruments) Regulations 2017, Regulation (EU) 600/2014 (MiFIR), as the same may be subsequently amended or modified from time to time but also in general:

- a) FCA Rules or any other rules of a relevant regulatory authority having powers over the Company, including the FCA Handbook;
- b) The Rules of the relevant Market;
- c) All other applicable laws, rules and regulations of the United Kingdom.

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

"Authorised Representative" shall mean the person of paragraph 12.2 and 38 Of the Client Agreement.

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

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

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

"Business Day" shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other UK or International holidays.

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

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

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

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

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

"Currency of the Client Account" shall mean the currency that the Client Account is denominated in, which is GBP, or any other currency as offered by the Company from time to time.

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

"FCA" shall mean the Financial Conduct Authority.

"FCA Rules" shall mean the FCA Handbook, Rules, Directives, Regulations, Policy Statements, Guidance notes, opinions or recommendations of the FCA.

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

"Essential Details" shall mean the required details in order for the Company to be able to place the Order, for example but not limited to; the type of Financial Instrument, the type of Order, type of Underlying Asset, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

"Event of Default" shall have the meaning given in paragraph 15.1. of the Client Agreement.

"Expert Advisor (EA)" shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels. The Company does not provide such a feature for clients and any use of such is prohibited. EA also refers to automatically copying trades from other traders, brokers and/or trading automatically via third party Signal Providers. The Company may at, its sole discretion, cancel and/or suspend any Client Account should the use of any EA be suspected or identified.

"Financial Instrument" shall mean the Financial Instruments under the Company's license which can be found in the document "Company Information".

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

"Force Majeure Event" shall have the meaning as set out in paragraph 28.1 of the Client Agreement.

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

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

"Initial Margin" for CFD trading shall mean the necessary margin required by the Company so as to open a position.

"Introducer" shall have the meaning as set put in paragraph 37.1 of the Client Agreement.

"Leverage" for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

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

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

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

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

"Margin" shall mean the necessary guaranteed funds so as to open or maintain Open Positions in a CFD Transaction.

"Margin Call" shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

"Margin Level" for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.

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

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

"Necessary Margin" for CFD trading shall mean the necessary margin required by the Company so as to maintain Open Positions.

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

"Open Position" shall mean any open option contract (call and / or put) which has not been closed. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.

"Order" shall mean an instruction from the Client to trade in CFDs as the case may be.

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

"Platform" shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

"Politically Exposed Persons" shall mean:

- a) Natural Persons who are or have been entrusted with prominent public functions, which means: Heads of State, Heads of government, Ministers and Deputy or Assistant Ministers; Members of Parliaments or similar legislative bodies; members of the governing bodies of political parties; Members of Supreme Courts, of Constitutional Courts or of any Judicial Body whose decisions are not subject to further appeal, excluding exceptional circumstances; Members of Courts of Auditors or of the Boards of Central Banks; Ambassadors, Chargés d’Affaires and High-ranking Officers in the armed forces; Members of the Administrative, Management or Supervisory Bodies of State-owned enterprises; Directors, Deputy Directors and Members of the Board or equivalent function of an international organisation; None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Furthermore, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not be considered a Politically Exposed Person.
- b) The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners considered by national law as equivalent to the spouse; and the parents.
- c) Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.

"Professional Client" shall mean a "Professional Client" for the purposes of FCA Rules, as specified in the document "Client Classification Policy".

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

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

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

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

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

"Retail Client" shall mean a "Retail Client" for the purposes of the FCA Rules, as specified in the document "Client Categorisation Policy".

"Services" shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 7.1. Of the Client Agreement.

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

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

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

"Swap or Rollover" for CFD trading shall mean the interest added or deducted for holding a position open overnight.

"Swap Free Client Account" is a type of Client Account available for CFD trading and shall have the meaning set out in paragraph 45.

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

"Transaction" shall mean transaction of the Client in a CFD.

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

"Underlying Asset" shall mean the object or underlying asset in a CFD which may be Currency Pairs, Futures, Metals, Equity Indices, Stocks, Commodities or as determined by the Company from time to time and made available on its Website.

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

"Website" shall mean the Company's website at www.ogm.market such other website as the Company may maintain from time to time.

"Written Notice" shall have the meaning set out in paragraphs 23.3 and 23.4 of the Client Agreement.

- 2.1. Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 2.2. Paragraph headings are for ease of reference only.
- 2.3. Any reference to any act or regulation or Law shall be that act or regulation, or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

3. Application and Commencement

- 3.1. After the Client fills in and submits the Account Opening Application Form, together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.
- 3.2. The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Trading Account has been opened for him.

- 3.3. The client has the right to cancel the Agreement by giving the Company notice in writing within the first fourteen (14) days of the Client's account activation. The Company will return to the Client any amount the Client transferred to the Company, subject to the Client not having entered into any trades via the Company's platform(s), otherwise, the Company shall return to the Client any remaining balance upon the closure by the Client of any open trades, subject to the provisions of paragraph 17.
- 3.4. Where the Agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in the "Termination" section of this document.

Verification Procedure

- 3.5. Pursuant to provisions of Paragraph 3.1. the Clients shall provide the Company with appropriate and sufficient documentation identification documentation for the Company's own internal checks as well as the to fulfil the Company's regulatory obligations.
- 3.6. Upon the Company's discretion, the Company may allow Clients a reasonable timeframe to provide the aforementioned documentation. Where the verification of the customer/beneficial owner's identity has not been completed during the designated timeframe, the Company shall have the right, to terminate the business relationship with the Client and return to the Client all deposited funds provided that the Client had not opened any positions. In the instance where the Client has open positions, the Company shall proceed, without having the obligation of obtaining the Client's consent and without prior notice, to close all open positions, at current market prices, in the order in which the Client had opened the positions. Thereafter, the Company shall return to the Client the remaining funds, meaning the inclusion of any profits the Client had gained during the trading activity and deducting any losses incurred. The procedure for returning the funds must occur immediately, regardless of whether the customer has requested the return of their funds or not.
- 3.7. The Client who fails or refuses to submit requested data/information and/or documentation for the verification of his/her identity and the creation of his/her economic profile, without adequate justification, is not acceptable for establishing a Business Relationship or an execution of an Occasional Transaction with the Company.
- 3.8. The Company may, from time to time, request additional and/or updated information/data and/or documentation from the Client for its own internal checks. In the event that the Client refuses to provide the said information/documentation or does not provide them within a reasonable timeframe, the Company has the right without having the obligation of obtaining the Client's consent and without prior notice to terminate the business relationship and return the Client his/her funds in accordance with the procedure included in Paragraph 3.6.

4. Client Categorisation

- 4.1. The Company shall treat the Client as Retail Client in accordance with the FCA regulations, as amended from time to time, subject to the Client meeting the criteria to be treated as either a Professional client or eligible Counterparty, in which case the Company will notify the Client in writing.
- 4.2. Where the Company has determined that the Client meets the criteria to be treated as a Professional Client or Eligible Counterparty, the Client may request to be re-categorised. If the Client wishes to be re-categorised in order to be treated as Retail Client, the Client will need to send the Company a written request. The Company will consider such requests at their discretion after reviewing the Client's circumstances, including the qualitative and quantitative assessments. Should the Client's circumstances change, the Client is responsible for notifying the Company of the change.
- 4.3. The Client category will determine the level of protection afforded to the Client under applicable legislation. This includes the Client's access to, and eligibility by, the Financial Ombudsman in the event of a complaint about the Company. A "Retail Client" is afforded with the highest regulatory protections available. The Company will notify the Client about the Client's entitlement of certain regulatory protection(s) prior to agreeing to a re-categorisation request. Further information about the Financial Ombudsman can be found in <https://www.financial-ombudsman.org.uk/consumers/complaints-can-help>.

5. Assessment and Target Market

- 5.1. In providing the Service of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable Regulations to seek information from a client or Potential Client regarding his knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

Target Market

- 5.2. Trading in CFDs offered by the Company will not be appropriate for everyone and we would normally expect the product to be utilised by persons to whom some or all of the following criteria apply:

Persons who are classified as Retail clients or Elective Professional clients; Persons who have an acceptable level of knowledge and/or experience to understand the characteristics of CFDs and risks associated with trading on margin; Persons who have ability to bear 100% loss of all funds invested; Persons who have a high-risk tolerance; and Persons who intend to use the product for short-term investment, intraday trading, speculative trading, portfolio diversification and/or hedging of exposure to an underlying asset.

Appropriateness Assessment

- 5.3. The Client hereby expressly acknowledges that CFD products in which Clients deal with through the Services provided by the Company, it is not intended to be presented by the Company as suitable for the Client, and any comment or statement which may be made by the Company or any employee or agent of the Company, including any affiliates, regarding such CFDs or any research disseminated by the Company, should under no circumstances be considered to be an investment advice and should not be received or relied upon as such, should under no circumstances be considered to be an investment advice regarding CFDs or trading CFDs and should not be received or relied upon as such.
- 5.4. When Clients submit their Orders, the Client acknowledges they are solely responsible for making their own independent appraisal and investigations into the risks of the Transaction. The Client represents they have sufficient knowledge, and experience to make their own evaluation of the merits and risks of any transaction, including a risk of losing all of their invested capital. The Company will give its Clients no warranty as to the suitability of the CFDs traded under this Agreement and neither have nor assume any fiduciary duty in the Company's relations with its Clients.

Appropriateness Assessment - Professional Clients

- 5.5. If the Clients are classified as a Professional Client to the extent the Company is required under the Applicable Laws and Regulations to assess whether a Service or a Transaction is appropriate for its Clients, the Company is entitled under the Applicable Laws and Regulations to assume they have sufficient knowledge, market sophistication and experience to understand the risks involved in such Services or Transactions or types of Transactions or CFDs, and to make their own evaluation of the merits and risks of any Transaction the clients enter into.
- 5.6. Unless the Company specifically advises the Client that the Company will treat the Client as a Professional Client, the Company will always categorise clients as a Retail Client. The Retail Client is entitled to certain Client protections stipulated in the Investment Services and Activities and Regulated Markets Law, including the ability to participate in the Financial Services Compensation Scheme.
- 5.7. In cases where the Client requests that the Company categorises the Client as a Professional Client instead of a Retail Client, the Company may either: (a) allow the Client to be re-categorised as per their request in respect of any part or all of the Clients dealings with the Company, subject to any documentation and other evidence as the Company may require in order to verify the Clients' eligibility with respect of such re-categorisation and on such terms as the Company may notify the

Client of upon acceptance of the request or (b) the Company may not agree to re-categorise the Client as per the request, refuse to enable this re-categorisation due to the Clients knowledge.

5.8. If the Client does request such re-categorisation and the Company approves to such re-categorisation, the protection afforded to the Client by Applicable Laws and Regulations may be substantially reduced, as explained in the Client Categorisation Policy. The Client hereby represents that prior to making a request for re-categorisation to the higher Professional Client category, the Client has read and understood the loss of protection which entails to all Retail Clients.

5.9. Where the Company has undertaken the assessment of the Clients knowledge and experience in trading in Financial Instruments and has confirmed that the Client is able to trade either as a Professional Client or a Retail Client, Clients will need to provide the company with the legalisation information to undertake the company's Know Your Client ("KYC") regulatory obligations, including to verify the identity, residency and economic profile in accordance with Paragraphs 3.5 – 3.8.

Appropriateness Assessment - Retail Clients

5.10. If Clients are classified as Retail Client, the Company is required by Applicable Laws and Regulations to assess Client's knowledge and experience in trading in complex financial instruments such as CFDs and to assess whether such instruments are appropriate to the Client.

5.11. At the Account opening and registration stage the Client is required to provide the Company with information regarding the Clients knowledge and experience, primarily with respect to trading in complex Financial Instruments such as CFDs and the use of leverage so as to enable the Company to comply with the obligations under the Applicable Laws and accept the Company's Risk Disclosure Statement.

5.12. The information required by the Company for the purposes of the appropriateness test may be gathered by means of a standardised questionnaire or the Company may require answers to questions over a conversation with its clients, or the Company may use any other method or combination of methods for the purpose of gathering such information. It is Client's responsibility to ensure they provide the Company with complete and correct information in order to enable the Company to carry out the appropriateness assessment. If the Company considers, in their discretion that the responses provided are insufficient or are inconsistent or conflicting, the Company may require further clarifications as to these responses or even reject the Clients account.

5.13. The purpose of the appropriateness test is to enable the Company to assess Client's knowledge and experience so as for the Company to be in a position to reasonably determine whether complex Financial Instruments such as the CFDs are appropriate for each Client to invest in. As such, Clients should consider carefully any warning which the Company gives to its clients as a result of making the appropriateness assessment. If the Client has any questions or requires any further clarifications

regarding the appropriateness assessment, they should contact the Company for such further assistance and clarifications.

- 5.14. The Company reserves the right, at any time, to require its clients to provide the Company with additional or other information for the purposes of the appropriateness assessment, even after the Company has confirmed successful completion of the appropriateness assessment. This may be done in respect of:
- a) The Company verifying through supporting documentation Client's knowledge and experience in trading in complex Financial Instruments such as CFDs,
 - b) any proposed changes to the Leverage ratios Clients may trade with
 - c) in respect to a change to Clients circumstances which has come to the Company's attention,
 - d) as part of any ongoing or bespoke monitoring activity carried out by the Company in compliance with Applicable Laws and Regulations, or
 - e) in any other circumstances in which the Company may consider that it is reasonable or appropriate for such information to be gathered.
- 5.15. When carrying out the appropriateness assessment, the Company has the right at its entire discretion, to determine and allocate relevant weights to the questions submitted to Clients and to Clients answers.
- 5.16. The Clients hereby represent and warrant they understand the purpose of the appropriateness test the Company undertakes and the importance of providing the Company with full and correct information for this purpose. Clients are warned and hereby accept, that if they provide incorrect or incomplete information regarding their knowledge and experience in the investment field, this will adversely affect the Company's ability to carry out the appropriateness test correctly.
- 5.17. During the Clients on boarding process and based on the Company's evaluation of Clients knowledge and experience, clients will be classified as a Retail Client, Professional Client or as a non-experienced client to deal in complex Financial Instruments in which case the on boarding process would have to be terminated. The Clients agree and accept the evaluation and their relevant classification is entirely at the Company's discretion, based on the information the Client has provided the Company are in an accurate and comprehensive manner and that it is entirely at the Company's discretion and right to refuse to accept any person as a Client without the Company having to provide any reasons or justification for this.
- 5.18. The Company acknowledges and agrees that in all cases the Client will be entitled to the protections available under the Applicable Laws and Regulations as a Retail or Professional Client.

Leverage Ratios for Retail Clients

5.19. Where the Client has been classified as a Retail Client, they will be permitted to trade in CFDs with Leverage Ratios of the specific CFD category applies, subject also to a maximum leverage of 1:30 to 1:5 depending on the underlying asset category, as per applicable Laws and Regulations.

Other provisions for Retail and Professional Clients

5.20. Further, and without prejudice to the above in the case in which the Company considers the Client to be a client without any knowledge or where the Company deems assessment, the Company may take any one or more of the following measures before the Company's allow the Client to engage in any trading activity:

- a) require that the Client to provide additional information on their knowledge and experience;
- b) provide the Client with such warnings as the Company considers to be appropriate;
- c) restrict Clients trading activity to certain CFD categories the Company considers appropriate, limit the amount and value of the Transactions in which the Company allows Clients to engage or limit the amounts which the Client may invest;
- d) require Clients to provide the Company with such undertakings that the Company considers appropriate, advising the Company that Clients have considered all the information presented in the Company's Risk Disclosure Statement before the Company allows Clients to proceed with any trading activity, including requiring that Clients sign and return to the Company a separate statement of undertakings and acknowledgement of such risks, and/or
- e) the Company may require Clients to re-take the appropriateness test after such period as the Company considers appropriate at the Company's discretion, and, following such assessment, the Clients has taken such additional steps as the Company considers appropriate, which may include trading in "demo" mode or participating in educational exercises or webinars;

5.21. Without prejudice to any other provision contained herein, the Client hereby consents to the results of the appropriateness test, including any relevant voice recordings and other steps assessment, being used for statistical purposes and such results being used by the Company for the Company's own purposes and being disclosed to relevant regulators or auditors where disclosure of such information is required by them.

5.22. The Company may discuss the terms of this Agreement as well as the information and clauses of other documents included in the Company's Legal Documents available on www.ogm.market, however the Company cannot advise Clients and no such discussion can be treated by the client as a legal advice.

6. Leverage

By entering into this Agreement, Clients acknowledge, agree and accept that they understand the concepts of Leverage.

- 6.1. Trading on leveraged capital means the Client can make trades with values that are significantly higher than the funds they actually invest, which only serve as the Clients Margin. High Leverage can significantly increase the potential return, but equally it can also significantly increase potential losses. The leverage is specified as a ratio such as 1:5, 1:10, 1:20, 1:30 for Retail Clients and 1:100, 1:200 and 1:300 for Professional Clients or such other ratio that the Company may introduce from time to time based on Applicable Laws and Regulations.
- 6.2. Clients classified as Retail, will be permitted to trade in CFDs with Leverage Ratios of the specific CFD category and will also be subject to a maximum leverage of 1:2 to 1:30, depending on the underlying asset category, as per Applicable Laws and Regulations.
- 6.3. Clients classified as Professional are eligible to have access to certain Leverage Ratios of 1:100, 1:200 and 1:300 upon Company's discretion, the scoring of the clients Appropriateness test and knowledge, as per the Company's Leverage Policy, Applicable Laws and Regulations and local regulations of each jurisdiction.
- 6.4. The Company reserves the right to apply leverage ratios to a particular asset class or part thereof (e.g. the Commodities asset class) and not to individual financial instruments within such asset class.
- 6.5. Subject to the above, changes to the leverage ratio for Retail and Professional Clients can be affected in accordance with the Applicable Laws and Regulations and the Company's Leverage Policy.
- 6.6. Notwithstanding the provisions set out above, the Company may restrict the default and/or any selected Leverage ratios at any time and without notice if the Company considers this to be in the Clients best interest or this is required by applicable Laws and Regulations or the Company at its entire discretion, considers it necessary having regard to prevailing or expected market conditions and volatility.
- 6.7. Whilst the Company will endeavour to give Clients reasonable notice of such action, the Clients acknowledge and agree that especially at times of increased actual or expected market volatility caused by either foreseen or unforeseen political and economic events, the Company may proceed to such changes whilst notifying its Clients of these only at the same time.

7. Services

- 7.1. The Company offers the Client, on an execution-only basis, access to trading a number of instruments in the form of CFDs (also referred to as 'Leveraged Products'). Please visit the Company's website for detailed descriptions of the instruments the Company offers and the contract specifications.

- 7.2. Subject to the certain limitations, as indicated on the FCA's register, trading with the Company involves the provision of the following investment services from the Company, subject to the Client's obligations under the Agreement being fulfilled:
- a) Arranging (bringing about) deals in investments
 - b) Dealing in investments as agent
 - c) Dealing in investments as principal
 - d) Making arrangements with a view to transactions in investments
- 7.3. It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.
- 7.4. It is understood that when trading in CFDs, the Company shall not hold any Financial Instruments of the Client and shall not be providing safekeeping and administration of Financial Instruments for the account of Client or custodianship.
- 7.5. The Client understands that CFDs are derivative products, and therefore they will not be entitled to own any underlying instrument. The Client also understands that no physical delivery of any underlying asset shall occur.
- 7.6. The Client accepts the Company is the only execution venue in relation to their trading activity under the Agreement. Although the Company may transmit the Client's orders for execution to third-party liquidity providers through an electronic communication platform, contractually the Company is the sole counterparty to the Client's trades and any execution orders are done in the Company's name. Further information can be found in the 'Best Interest and Order Execution Policy'.
- 7.7. The Client may trade during the Company's normal trading hours for the specific financial instrument during which the platform generates prices and during which the Client may give instructions or place orders to trade a CFD on a financial instrument, as specified on the Company's website from time to time. The Client will only be able to trade during these trading hours specified on the Company's website for that relevant financial instrument only. It should be noted that certain financial instruments have specific trading timeframes which can be found in the Instruments on the Company's website. The Client is responsible for looking on the Company's website for further details prior to trading. The Client shall be notified of any Firm Holidays either through information published on its website or through the internal e-mailing system or via other means that the Company may from time-to-time employ.
- 7.8. The Company is entitled to refuse the provision of any investment services to the Client, at any time the Company deems necessary, without being obliged to inform the Client of the reasons to do so.

8. Advice and Commentary

- 8.1. The Company will not advise the Client about the merits of a particular order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgement.
- 8.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transactions. The Client may wish to seek independent advice before entering into a Transaction.
- 8.3. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its website or provide to subscribers via its website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:
 - a) The Company will not be responsible for such information.
 - b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness, or completeness of such information or as to the tax or legal consequences of any related Transaction.
 - c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
 - d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
 - e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.
- 8.4. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.
- 8.5. The Company does not provide investment, financial, legal, tax or regulatory advice nor does it provide any other form of recommendation. The Client understands that they shall make their own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by the Company or any of the Company's affiliates, employees, or other related parties as being advice or recommendation. If the Client is unsure whether they should proceed with the Agreement, they may seek independent advice.

- 8.6. The Company does not offer investment research, and any other material containing market analysis is considered marketing communication and should not be constructed as advice, recommendation or research.

9. Platform

- 9.1. Following the Client's account activation, they will be able to:
- a) Download and install (where applicable) the trading platform(s) (the 'Software'), or where the Client chooses to use a web-based version of the Software (where available), the Client should ensure they are accessible and operational.
 - b) Use their Access Codes to log in to the Software, as well as the Company's Client Dashboard from where they can view their personal information and trading activity. The Client is responsible for maintaining or changing their password at all times. It is also their responsibility to keep any correspondence from the Company regarding their Access Codes private and confidential.
- 9.2. Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in a particular Financial Instrument(s). The Company may use different Platforms depending on the Financial Instrument.
- 9.3. The trading Platform, which may have been developed by a third party, is provided 'as is'. The Company will ensure, but not guarantee, that the Software supports data security protocols compatible with those used by the Company. The Company also cannot guarantee that the Software is free of any errors or deficiencies.
- 9.4. The Company will, to a reasonable extent, maintain the trading Platform and any other related systems up to date. The Company and/or any relevant third party may perform this maintenance from time to time which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Software. These actions may cause the Software to be inaccessible and/or inoperative for a period of time, therefore the Client accepts that the Company bears no responsibility for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of the Company and/or the third-party software provider.
- 9.5. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

- 9.6. The Client represents and warrants they have installed and implemented appropriate means of protection relating to the security and integrity of their computer or mobile phone or tablet and they have taken appropriate actions to protect their system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.
- 9.7. The Company will not be liable to the Client should their computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of their hardware configuration or mismanagement, the Company shall not be liable.
- 9.8. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).
- 9.9. Orders with the Company are placed on the Platform(s), with the use of Access Data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone, without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 9.10. The Company will endeavour to make the Software and any other systems available when required by the Client, but cannot guarantee their continuous availability at all times for the following reasons, including but not limited to:
 - a) Failures and/or errors, including of technological nature such as failure with internet connectivity which may affect the access to the Software, which either The Client or The Company rely on;
 - b) Suspension of service availability due to maintenance repairs, updates, developments and other issues outside of our control. The Company will exercise reasonable efforts and other issues outside normal trading hours. Where this is not possible, the Company will endeavour, within reason, to provide the Client with prior notice.
- 9.11. Further to the above, the Client is responsible for ensuring that they are able to access the Company's Software when they need to and, in the times, when it is available. The Client's responsibility extends to ensuring they have access to a reliable internet connection, and maintaining any devices used to this end.

10. Intellectual Property

- 10.1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.
- 10.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website or Platform(s).
- 10.3. It is understood that the Company may offer its Services under different trademarks and websites. The Company owns all the images displayed on its Website, the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.
- 10.4. The Client is permitted to store and print the information made available to him through the Company's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.

11. Prohibited Actions

11.1. Price, Order Execution Process and Trading Platform Manipulation

It is prohibited for the Client to engage in and/or take actions, including but not limited to the following:

- a) Take and/or engage in any action with the purpose of manipulating the Company's quoted prices;
- b) Take and/or engage in any action with the purpose of manipulating the Company's execution processes;
- c) Take and/or engage in any action with the purpose of manipulating the Company's Trading Platform(s);
- d) Place orders on the basis of privileged confidential information (i.e. insider trading);
- e) Place orders on the basis of manipulated Prices as a result of system errors and/or system malfunctions;
- f) Engage in coordinated transactions by related parties in order to take advantage of systems errors and/or delays on systems updates;
- g) Engage in arbitrage trading, such as "Swap Arbitrage" "Latency Arbitrage" and/or "Bonus Arbitrage";

- h) Engage in unusual transactions such as scalping and/or enter into positions for an arbitrarily short period of time and/or exhibit trading patterns involving what the Company considers to be sudden and significant changes in trading volume;
- i) Deliberately attempt to take advantage of the fact that a stock price usually drops by the amount of the expected dividend the day after the Ex-Dividend date. In such case, the Company reserves the right to apply a dividend adjustment in a form of Dividend trade without prior notice or consent at the Company's sole discretion. In case of short positions, the dividend adjustment that may be debited from the Client's account is calculated as follows $\text{dividend adjustment} = (\text{Lot Size}) * (\text{Contract Size}) * (\text{Dividend Declared})$;
- j) Use any methodology, strategy, plan, device, which may adversely affect the Company's ability to effectively manage risk and/or the Company's ability to comply with financial services obligations;
- k) Allow a third party, which has not be notified to the Company as an Authorised person and who is not the Account holder, to trade on the Client's account;
- l) Trade on multiple accounts from a single IP address and/or from a single device;
- m) Use an IP address other than the IP address of the Client's geolocation, including the usage of VPN;
- n) Use any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s);
- o) Use any type of spider, virus, worm, Trojan-horse, time bomb and/or any other codes and/or instructions that are designed to distort, delete, damage and/or disassemble the Platform(s) and/or the communication system and/or any system of the Company;
- p) Send any unsolicited commercial communication not permitted under applicable law and/or Applicable Regulations;
- q) Take and/or engage in any actions that will and/or may violate the integrity of the Company's computer system(s) and/or Platform(s) and/or cause such system(s) to malfunction and/or stop their operation;
- r) Unlawfully access and/or attempt to gain access, reverse engineer and/or otherwise circumvent any security measures that the Company has applied to the Platform(s);
- s) Take and/or engage in any action that could potentially allow the irregular and/or unauthorised access and/or use of the Platform(s).

Should the Client engage in and/or take any of the actions listed in paragraph 11.1, or should the Company determine at its sole discretion, that the Client has engaged in and/or attempted to engage in and/or has taken any of the actions listed in paragraph 11.1, the Company reserves the right to take actions including but not limited to the following:

- a) Adjust the Price Spreads available to the Client; and/or
- b) Restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only; introduce time delays of up to 6 seconds between the Client's placing of the order and the order opening on the Electronic Trading Platforms (to prevent scalping); and/or
- c) Obtain from the Client Account any historic trading profits that the Client has gained through such abuse of liquidity as determined by the Company at any time during the Company and Client's trading relationship; and/or
- d) Reject an order or to cancel a trade; and/or

- e) Immediately terminate any contractual agreement between the Company and the Client.

11.2. Errors in Prices

- a) It is possible that errors, omissions or misquotes (Material Error) may occur in relation to the Company's Products, which by fault of either of the Company or any third party, is materially incorrect when taking into account market conditions and quotes in Underlying Instruments which prevailed at the time. A Material Error may include an incorrect price, date, time or other characteristic of a Product or any error or lack of clarity of any information.

If a trade is based on a Material Error, the Company reserves the right to take the following actions without the Client's consent:

- (i) amend the terms and conditions of the Contract to reflect what the Company considers having been the fair price at the time the Contract was entered into and there had been no Material Error;
 - (ii) close the trade and any open Contracts resulting from it;
 - (iii) void the Contract from the outset; and/or
 - (iv) refrain from taking action to amend or void the Contract.
- b) The Company will exercise the right(s) in paragraph 11.2(a) as soon as reasonably practicable after the Company becomes aware of the Material Error. To the extent practicable, the Company will give the Client prior notice of any action the Company takes under this clause; but if it is not practicable, the Company will give the Client notice as soon as practicable afterwards. The Company, will not be liable to the Client for any loss, cost, claim, demand or expense that the Client incurred or suffered (including loss of profits or indirect or consequential losses), arising from or connected with the Material Error including where the Material Error arising from an information service on which the Company relies.
 - c) In the event that a Material Error has occurred and the Company has exercised its rights under paragraph 11.2(a), the Company may, without notice, adjust the Client's Account or require that any moneys paid to the Client in relation to the Contract, being the subject of the Material Error, be repaid to the Company as a debt due payable to the Company on demand.

- 11.3. Should the Company reasonably suspect that the Client has violated the terms of paragraph 11.1 and/or 11.2, it is entitled to take one or more of the counter measures of paragraph 31 of this Agreement.

12. Safety

- 12.1. The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.
- 12.2. The Company only accepts instructions from the Client and/or their Authorised Representatives pursuant to a duly executed 'Power of Attorney'. For the avoidance of doubt, Authorised

Representatives shall not be considered Clients of the Company. However, the Company will consider any instructions from an Authorised Representative as coming directly from the Client, and the Company may act upon such instructions without the need to confirm their authenticity or validity.

- 12.3. In addition to anything else specified above, the Company may rely on any instructions coming from any person in possession of the Client's Access Codes as if these instructions were coming from the Client, without the Company making any further enquiry.
- 12.4. The Client is responsible for keeping any information regarding their dealings with the Company, private and confidential. The Company will bear no responsibility in the event that any person attains unauthorised access to any information regarding the Client's dealings with the Company, where that information is:
 - a) Held by the Client
 - b) Being transmitted via electronic or any other means, by the Client to the Company and/or any other party authorised by the Company
 - c) Being transmitted via electronic or any other means, by the Company to the Client and/or any Authorised Representative.
- 12.5. If, under any circumstances, the Client reveals their Access Codes to any person, whether intentionally or unintentionally, the Company shall bear no responsibility for any loss that may arise, including, but not limited to financial and/or loss of opportunity due to your actions and/or omissions.
- 12.6. The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data. The Client accepts that the Company is unable to identify any instances where a person, other than the Client or their Authorised Representative (where applicable), gained access to their Software or information, including electronic addresses, electronic communication, personal data, Access Data and Client Account number when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means, with their credentials without their express consent.
- 12.7. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.
- 12.8. The Company reserves the right to revoke the Client's access and/or the access of any Authorised Representative to the Software at any time, where they deem necessary and/or deactivate the Client's Account, without having any obligation to the Client.
- 12.9. Where the Client has not carried any activity and/or transactions for a period of time, as determined within reason by the Company, the Company reserves the right to carry out additional checks and/or

request additional documentation from the Client before they are allowed to resume any activity with the Company.

13. Placement and Execution of Orders

13.1. Orders placed via the below mentioned means will be placed by the Company on the Electronic Trading System of the Company.

The Clients may place through the Platform(s) by using their Access Data issued by the Company for that purpose and provided all the Essential Details are given.

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

13.3. Orders are executed according to the Best Interest and Order Execution Policy, which are binding on the Client.

13.4. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

13.5. The Company bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent by the Company to the Client.

13.6. Where the Client have appointed an Authorised Representative to deal with the Company on their behalf, and they wish to cancel his/her appointment they must notify the Company in writing with two (2) days' notice. Until the Company receives the said notice, any instructions the Company may receive from the Authorised Representative shall

- a) Be deemed valid
- b) Fully commit the Client

13.7. The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with FCA Rules in regard to client orders' reporting requirements. The Client understands and agrees that such reports are deemed to be reports provided by the Company to the Client in a durable medium. The Company might not provide the Client with statements of account in relation to the financial instruments traded through other than what is stated above. If the Client has a reason to believe that the report is wrong