Agreement for the Provision of Investment Services, Activities, and Ancillary Services to a Client

This Agreement is entered into by and between:

IQ Option Europe Ltd with Registration No. HE327751, with its registered office at Leoforos Spyrou Kyprianou Street & Evgeniou Voulgareos, 82nd road, Number 2, Limassol, Kato Polemidia, 4153 (hereinafter referred to as the "Company") on the one part and the **Client** who has registered for a trading account with the Company and deposited funds on the other part.

The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter referred to as the "CySEC") with license No. 247/14, to provide the Investment and Ancillary Services listed in paragraph 2.3 below under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of the L.87(I)/2017 (the ''Law''). The contact address of CySEC is 27 Diagorou St. CY-1097, Nicosia, Cyprus.

The Company will provide the Investment and Ancillary Services covered by this Agreement to the Client, through its online electronic system (hereinafter called the "Trading Platform").

The Company will offer Services to the Client at the absolute discretion of the Company subject to the provisions of section 7 below.

The Company offers its Services solely to Clients who are residents of the countries listed in section 2 *"Provision of Services – List of Countries"* of the present Agreement.

The Client confirms that he/she has read, understood and accepted all information, conditions and terms set out on the Company's website eu.iqoption.com (hereinafter referred to as the "Website"), including the 'Client Categorization', 'Complaints & Grievances Policy', 'Investor Compensation Fund' and 'Fees Page' and Privacy Policy, copies of which have been provided to the Client and/or are available to be reviewed and examined by the public and which include important legal Information.

By accepting this Agreement on the Company's website at the time of applying for a Trading Account as well as when depositing funds in the Trading Account ("Commencement date"), the Client agrees and accepts the terms and conditions contained in the Agreement, its Annexes and/or Appendices as well as other documentation/information on the Company's website eu.iqoption.com (hereinafter referred to as the "Website"), such as 'Conflict of Interest Policy', 'Order Execution Policy', 'Risk Disclosure', 'Client Categorization', 'Complaints & Grievances Policy',

‘Investor Compensation Fund’ and ‘Fees Page’ and Privacy Policy, copies of which have been provided to the Client and/or are made available to be reviewed and examined by the Client in the form of a durable medium on the Company’s website and which include important legal Information.

The Company reserves the right to register and operate other website(s) for identifying suitable opportunities and creating consumer interest and awareness towards the Services to specific countries, which contain information and disclosures to the Clients and prospective clients in a foreign language.

The Company may provide all company documents in languages other than English for informational purposes only. Any translations provided do not bind the Company legally and the Company is not responsible for the accuracy of the information therein. The Client should also refer to the Website in English for information on the Company and its policies.

By accepting this Agreement, the Client agrees and accepts the terms and conditions contained in the Agreement, its Annexes and/or Appendices as well as other documentation/information on the Website, in addition to the following documents ‘Conflict of Interest Policy’, ‘Order Execution Policy’, ‘Risk Disclosure’ and acknowledge receipt and disclosure of our Privacy Policy. The Client accepts this Agreement by registering a Trading Account on the Website and depositing funds. By accepting the Agreement and subject to the Company’s final approval, the Client enters into a legal and binding agreement with the Company. However, the Client agrees and understands that he/she has entered into a business relationship with the Company and/or the business relationship has been established between the Client and the Company when the Client deposits funds into his/her trading account and where the Client has fully and successfully verified his/her trading account by providing the verification documents listed herein in Section 3 *“Application, Registration, and Verification” and such verification documents have been approved by the Company.*

The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company’s receipt of an advance payment made by the Client in accordance with this Agreement. As soon as the Company receives the Client's advance payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.

Subject to the Company’s final approval and upon the Client funding his account, the Client enters into a legal and binding contract with the Company.

If the Client is a private individual and does not meet face to face with the Company to conclude this Agreement, but instead the communication is done through a website, over the telephone, or by written correspondence (including e-mail), then the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended, applies and:

1. the Company shall make available all the documents listed above not only in a durable medium (i.e. via a means of a PDF on the Company’s website), but the

Client also has the right to ask for these documents to be sent to him/her by post;

2. the Client may be entitled to withdraw from and cancel this Agreement without needing a reason and without any cost (subject to the conditions included in Annex 2 of this Agreement), depending on the types of Services he/she received from the Company. For more information, see the Cancellation Policy (found in Annex 2). This is in addition to the Client's right to terminate the Agreement at any time according to paragraph 27A of this Agreement.

By accepting this current agreement, the Client confirms that they can receive information, including amendments to the present agreement, either via email or through the Website. If the Client has requested to receive the information on paper, that information will be provided on paper, free of charge.

In case a Client wishes to have a printed hard-copy of this Agreement, duly signed and stamped by the Company, the Client must download from the website at www.eu.iqoption.com the Agreement, complete and send two signed copies of the Agreement to the Company, indicating the Client's postal address and a countersigned copy will be sent back to the specified address free of charge. This Agreement, upon execution and/or online acceptance, will be stored in a Durable Medium and accessible inside the Account and the Client can freely consult it at any time.

WHEREAS the Client wants to make use of the Services provided by the Company, having agreed to the terms and conditions stated herein and completed the Client's information required to activate the Trading Account.

1. Interpretation of Terms

1. In this Agreement, except where the context otherwise requires, the following terms shall have the following meaning:

   "Agreement" means the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.

   "Appendix" means the Appendices of the Agreement as these may, from time to time, be amended or replaced, which constitute an integral part of this Agreement.

   "Annex" means the Annexes of the Agreement as these may, from time to time, be amended or replaced, which constitute an integral part of this Agreement.

   "Ask" means the higher price in a quote. The price the Client may buy at.

   "Bid" means the lower price in a quote. The price the Client may sell at.

“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 of the present agreement. The Company only accepts as Clients those who reside in the countries listed in section 2 “Provision of Services – List of Countries” of the present Agreement.

“CFD (contract for difference)” means a tradable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Transaction, and the value of that Instrument at the contract’s end.

“Binary Options (BO)” or “All or Nothing Options” means an option contract which consists of short-term trades with a high payout which is either fixed or nothing at all. The Client makes predictions on whether an underlying asset will go above or below the strike price when the contract expires, with the possibility of two outcomes: either win or lose. In the event the prediction is correct, the payout shall reach the percentage offered by the Company. If the prediction is not correct, the loss shall be limited to the amount invested in the option.

“Digital Option Contract (DOC)” means a type of derivative instrument where the Client earns a payout if he correctly predicts the price movement of the underlying asset at the time of the option’s expiry. The prediction can be made as to whether the value of the underlying asset will fall above or below the strike price at the time of expiration. Should the option expire at the selected strike price, it will be considered to expire out-of-the money and will result in the loss of the invested amount.

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

“Exchange” means any Regulated Market.

“Execution” means the execution of Client order(s) by the Company acting as the Client's counterparty as per the terms of the present agreement.

“Equity” means the balance plus/minus any profit/loss that derives from any open positions.

“Financial Instruments” means the Financial Instruments as per paragraph 2.3 below that are available on the Company’s Trading Platform.

“GDPR” means Regulation (EU) 2016/679 of The European Parliament And of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“Investor Compensation Fund” (ICF) means the fund of clients of CIFs, who are fund members, established pursuant to article 59(1) and (2) of the Law, and whose powers and functions are regulated by the provisions of the Law and this Directive DI144-2007-15 of 2015 of the CySEC.

“KYC documents” means the documents of the Client that include, inter alia, the passport or ID and utility bill of the Client and/or any personal data requested during the verification/registration process, i.e. data in relation to the Appropriateness Assessment and Economic Profile Questionnaire.

“Law” means the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) as this may, from time to time, be amended or replaced.

“Margin” means the required funds available in the trading account for the purposes of maintaining an open position.

“Margin Level” means the minimum amount of equity a client needs to maintain an open position, which is calculated as Equity/Margin.

“Initial margin” means any payment for the purpose of entering into a CFD, excluding commission, transaction fees and any other related costs; the initial margin is to be calculated based on the exposure provided by the ultimate underlying of a CFD.

“Market” means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in Cyprus or abroad.

“Market Maker” means a company which provides BID and ASK prices for financial instruments.

“Operating (Trading) Time” means the period of time, within a calendar week, where the trading terminal or platform of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as it deems fit, upon notification to the Client.

“Retail Client” means a Client who is not a “Professional Client” or an “Eligible Counterparty” under the meaning of the EU Markets in Financial Instruments Directive (hereinafter – “MiFID II”) and in accordance with the Investment Services and Activities and Regulated Markets Law of 2007.

“Over-the-Counter (OTC)” means off-exchange trading, i.e. the Financial Instruments offered by the Company are executed outside a regulated exchange or Trading Venue.

“Parties” means the two parties to the Agreement, i.e. the Company and the Client.

“Password” means the password chosen, at the request of the Company, by the Client for accessing the Company’s Trading Platform.

“Prices” means the prices offered to the Client for each transaction, which may be changed without prior notice. Where this is relevant, the “Prices” given through the Trading Platform include the Spread (see definition below).

“Services” means the services provided by the Company under this Agreement as defined in paragraph 2 to the Client through the Trading Platform.

“Spread” means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission.

“Transaction” means the opening or closing of any offer to either Buy or Sell a Financial Instrument effected in the Client’s Trading account. The Company executes Clients’ orders as the principal to the transaction, and is always the counterparty in the transaction.

“Trading Account” means a unique personified register (account) of all the transactions/ operations on the trading platform of the Company.

“Trading Platform” means all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

“Username” means the username chosen, at the request of the Company, by the user for accessing the Company’s Trading Platform.

“FATCA” means a United States federal law which full name is The Foreign Account Tax Compliance Act.

“US Reportable Person” – for the purposes of this Agreement means a US Reportable person who, in accordance with FATCA provisions, is defined as follows:

1) a US citizen (including dual citizens)
2) a US resident alien for tax purposes
3) a domestic partnership
4) a domestic corporation
5) any estate other than a foreign estate
6) any trust if:

a) a court within the United States can exercise primary supervision over the administration of the trust
b) one or more United States persons have the authority to control all substantial decisions of the trust

7) any other person who is not a foreign person.

2. Any term used in this Agreement and not otherwise interpreted, shall have the meaning attributed thereto in the Law and/or any EU Directive.

3. Headings of the paragraphs shall be used solely for ease of reference and shall not affect the contents and interpretation of the Agreement.

4. Unless the context of this Agreement and of any and all policies that are included in the Company's Website otherwise requires, reference to persons made in this Agreement and in any and all policies that are included in the Company's Website, shall also include legal persons, the singular shall include the plural and vice-versa and either gender shall include the other.

5. Reference to any agreement (including, without limitation, this Agreement) or to any other document, shall be deemed to include references to them as these may from time to time be amended, expanded or replaced and to all agreements and documents, which are declared to be supplementary to them or are attached thereto.

2. Provision of Services

1. Subject to the Client fulfilling the obligations under this Agreement, the Company shall facilitate the execution of relevant transactions requested by the Client and allowed by the capabilities of the Company and the Agreement. The Company shall carry out all transactions as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute transactions requested by the Client as provided in this Agreement, even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favorable than those offered through the Trading Platform.

2. The Investment and Ancillary Services which the Company should provide under the terms of the Agreement are stated below, and the Company will provide them in its capacity as a market maker under the terms of this Agreement. The Services that the Company has the right to provide in relation to one or more Financial Instruments as specified in its CySEC license and as per the terms of the Agreement are the following:

MiFID II Investment Services and Activities

i. Reception and transmission of orders in relation to one or more Financial Instruments;
ii. Execution of the orders on behalf of the Clients.
iii. Dealing on Own Account.
iv. Portfolio Management.
v. Investment Advice.

Ancillary Services

i. Safekeeping and administration of the Financial Instruments for the Client's Trading Account, including custodianship and related services such as cash/collateral management.
ii. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
iii. Foreign exchange services where these are connected to the provision of the Investment Services.

The Company does not provide investment, tax or trading advice unless specified as such between the Client and the Company in a separate agreement. Our services include 'execution only' meaning that the Company will act on your instructions and will not advise you on any transaction, nor will we monitor your trading decisions to determine if they are appropriate for you or to help you avoid losses. You should obtain your own financial, legal, taxation and other professional advice.

MiFID II Financial Instruments offered by the Company

i. Binary and Digital Options Contracts in stocks, commodities, indices and currency pairs. The binary options and digital options products are available to professional clients only;
ii. Options in currency pairs (FX Options);
iii. Financial Contracts for Differences (CFDs) in stocks, commodities, ETFs, Indices, currency pairs (FX) and CFDs in cryptocurrencies.

Trading in CFDs and other derivatives does not give you any right, voting right, title or interest in the underlying instrument of the Transaction. You understand that you are not entitled to take delivery and are not entitled to ownership of any underlying instrument. CFDs and other derivatives are not traded on a regulated exchange and are not cleared on a central clearinghouse. These exchange and clearinghouse rules and protections do not apply. The Company reserves the right to, at its sole discretion and for all CFD products, impose the following expiration times: daily/weekly/monthly and/or no expiration at all.

3. Financial products outside the scope of the Company's MiFID II Services and Instruments

Cryptocurrencies*

*Any long/buy positions that were opened before the 1st of January 2019 are considered to be cryptocurrencies and not CFDs on cryptocurrencies. Due to regulatory changes, as of the 31st of December 2022, the Company shall not maintain any cryptocurrencies in custody. However, if such positions have been maintained** after the 30th of December 2022, then on or after the 31st of December 2022 such positions will be considered and treated as CFDs on cryptocurrencies.

**It refers to the conversion of these positions from cryptocurrencies to unleveraged CFDs on cryptocurrencies.

As of the 6th of January 2021, the Company is obliged to cease providing CFDs on cryptocurrencies to UK retail clients as per the Financial Conduct Authority (FCA).

4. Protected CFDs and CFDs on margin

On its Website, the Company is entitled to provide financial services of Contracts for Difference (CFD) with intrinsic protection (Protected CFDs). The risk of loss for Protected CFDs is limited to 50% of the sum invested by the Client in a particular CFD contract.

Clients may choose to opt out from the features offered by Protected CFDs by choosing the option to use the balance in their trading account in order to keep a CFD position open ("CFDs on margin"). In this instance, when the loss for a position reaches 50%, an additional 20% of the original investment amount is reserved from the Client's account. If the CFD position takes further losses, the Client's available balance is further reduced by 20% accordingly. The Client can limit the additional funds reserved on his account balance by specifying his acceptable level of loss for a CFD position.

In both features of CFDs described above, the Company offers (1) margin close-out rule set a 50% to ensure Clients' margin is not eroded close to zero, and (b) negative account balance protection, i.e. the Client's losses may never exceed the total amount of funds available in the Client's account. In addition, the risk of loss in relation to the corresponding potential benefits for CFDs described above is reasonably understandable in light of the particular nature of the proposed financial contract.

5. Communication with Clients

If you are an existing Client of eu.iqoption.com where we have a legitimate interest in communicating with you, we will support you and/or send newsletters, push-messages and calls to you in order to keep you up to date with our new features, news and events and the efficient provision of the full

scope of our services. We will also send you marketing information in relation to our services that we believe may be of interest to you via email.

6. General Provisions

The Company agrees to provide the Client with the Services subject to the Client:

1. Being over 18 years old and of legal competence and sound mind;
2. Not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local law or regulation. It is the Client's responsibility to ascertain the terms of and comply with any local law or regulation to which they are subject. Please note that the Company does not offer financial products or services to residents of Belgium, due to restrictions applicable in Belgium;
3. Not being a US Reportable Person;
4. Not being a citizen of the Russian Federation, North Korea, Palestine, Australia, the United States, Vatican City State or any territories being under jurisdiction or effective control of these states;
5. Being a resident within the countries specified in section 2 *"Provision of Services – List of Countries"* of the present Agreement.

Without derogation from the above, the Company reserves the right, acting reasonably, to suspend or refuse access to and use of the Trading Platform to anyone at its sole and absolute discretion.

The Company may provide the Client with reports, news, opinions and any other information aiming to facilitate the Client in making his own investment decisions and any such information does not constitute personal investment advice. In case the Company is deemed, for any reason, to provide any recommendation and/or advice, the Client hereby agrees that any transaction effected either by adopting or ignoring any such recommendation and/or advice shall be deemed to have been affected by the Client relying exclusively on his own judgment and the Company shall have no responsibility.

The Client agrees and understands that price movement alerts as displayed in the Company's trading platform do not constitute personal investment advice. In addition, these price movement alerts refer to the past and past performance is not a reliable indicator of future results.

Provision of investment advice shall only be carried out by the Company subject to a separate written agreement with the Client and after assessing the Client's personal circumstances. Unless such written agreement has been entered into between the Client and the Company, the provision of reports, news, opinions and any other information by the Company to the Client does not constitute investment advice or investment research.

The Company offers internal live chats where Clients can share inter alia their trading ideas and/or express their general thoughts. The client acknowledges and agrees that the Company's live chat feature is not and will not constitute a valid and/or accurate information and/or information addressed to the clients/potential clients and/or in any way information that is controlled by the Company and/or investment advice, as it is merely a feature allowing clients to inter alia express their thoughts and ideas between themselves. In addition, it should be noted that in order for the client to be able to participate in this public internal chat and/or to be able to comment in this internal public chat offered by the Company, the client will need to make at least one (1) deposit in his/her trading account and as a minimum to reach the amount of 300EUR in volume (''three hundred euro or the equivalent amount in another currency'') otherwise, the client will be able to access and read the messages presented in the public internal chat without the opportunity and/or ability to take part in this public internal chat and/or place a comment.

The client hereby agrees and acknowledges that the information presented by the technical indicators on the Company's trading platform is indicative only and is merely served to assist the clients' in making their own investment decisions. The Company is unable to guarantee the accuracy of the information presented by the technical indicators, and it is neither a trading recommendation nor advice. The client is solely responsible for relying on such information and any investment strategy, transaction or investment shall be deemed to have been affected exclusively by the clients' own decision. The Client agrees and acknowledges that he shall be exclusively responsible for any investment strategy, transaction or investment, and he shall not rely on the Company for this purpose and the Company shall have no responsibility whatsoever, irrespective of any circumstances, for any such investment strategy, transaction or investment.

In relation to binary and digital options available only to professional Clients, the Client has the right to cancel his order given to the Company within 3 seconds after the moment of giving such order to the Company (hereinafter referred to as the "Cancellation"). The client agrees and understands that the three-second cancellation option offered by the Company is applicable and available for the Client as long as the price remains unchanged. Three seconds from the moment of giving the order to the Company by the Client via the platform, the Company may (but is not obliged to) offer to buyout the option from the Client, and the Client has the right to agree to such offer (hereinafter referred to as the "Buyout"). The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the platform. Such conditions can also include the fee charged by the Company. Such a fee is specified on the platform. The Company is obliged to provide all necessary information as to the conditions of Cancellation and Buyout, their cost, etc. The Client acknowledges and agrees that the provision of such information on the platform is sufficient. The Client acknowledges and agrees that the use of Cancellation or Buyout is very risky to the Client as long as the cost of Cancellation and/or Buyout depends on the market situation. The Client acknowledges and agrees that he bears all the risks associated with the use of Cancellation and/or Buyout.

7. **Provision of Services – List of Countries**

The Company is authorized to provide the above investment and ancillary services as per its current authorization from the Commission to the following countries:

Austria, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Saint Vincent and the Grenadines, Seychelles, Bahamas and The Netherlands.

As of the 1st of January 2021, the Company shall not accept UK residents due to Brexit. However, the Company has entered the contractual run-off (CRO) part of the Financial services contracts regime (FSCR) and is considered as an exempt person not regulated by the FCA or the PRA. By entering this regime which is applicable as of the end of the transition period (i.e. 31/12/2020), the Company is in a position to continue offering its services to existing UK clients who entered into an Agreement with the Company prior to the end of the transition period for a maximum period of 5 years, unless otherwise instructed by the FCA.

3. Application, Registration, and Verification

1. When registering for a trading account with the Company, the Client provides their personal data and verifies their email address and telephone contact number. We may not be able to proceed to offer our services and the Client may be unable to proceed with his account registration unless this necessary information is provided.
2. Prior to funding her/his account, the Client will be asked to provide further personal information pertaining to their economic profile, her/his appropriateness (together “the identification”) (see Clause 4) and must provide identification documents in order to verify her/his account (the “verification”). We may not be able to proceed to offer our services and the Client may be unable to proceed to the trading platform without completing her/his account identification.
3. Verification documents may include, but are not limited to:
    a. Passport or National ID Card issued by Government Authority.
    b. Proof of Address in the form of a Utility Bill or Bank Statement.
    c. Copy of the client’s Credit Card.
    d. Personal data requested during the verification/registration process, i.e. data in relation to the Appropriateness Assessment and Economic Profile Questionnaire.
4. The Company reserves the right to request additional supporting documents during the verification of the Client’s Trading Account and on an ongoing basis during the business relationship if such information is required either due to legal and/or regulatory obligations that the Company may have or if such

information is necessary so as the Company may efficiently offer its services to the Client. In case the Client fails to provide the Company with any additional supporting documents including, inter alia, up-to-date verification documents, within the specified timeframe, the Company shall be entitled to terminate this Agreement immediately, close the account and all open positions.

5. Depending on the method of deposit, the Company reserves the right to request supporting documentation in order to verify the beneficial owner of the account from which funds have been sent if such information is required either due to legal and/or regulatory obligations that the Company may have or if such information is necessary so as the Company may efficiently offer its services to the Client.
6. In the case of Credit or Debit Cards deposits, the Company will request a scan copy of the front and back of the card. The Client should ensure to only leave available the first 6 and last 4 digits of the card number. All other digits and CVV Code on the back should be covered for the Client's protection.
7. If you choose not to disclose information that is necessary for the Company to be able to offer its services, then it is understood that the Company, under applicable regulations, may not be required to accept a person as a Client until all documentation required by the Company have been received, properly and fully completed by the person and all internal checks have been satisfied. In case any information is optional (i.e. not absolutely necessary) you will be notified accordingly at the time of providing your personal information.
8. The Client agrees to:
    a. Notify the Company of any changes to their personal and/or financial information by sending an email to support@eu.iqoption.com.
    b. Notify the Company of any changes to their email or telephone number by sending an email to support@eu.iqoption.com.
    c. Provide true and accurate data
9. The Company reserves the right to use the Client's information, inter alia, in order to follow anti-money laundering regulations. The Client authorizes the Company to use such information to perform internal checks.
10. The Company may, at its discretion and depending on the deposit amount of the Client, give the client up to fifteen (15) days from the date of deposit, to provide supporting documents for the verification of the account. During this time, and at the Company's absolute discretion, the Client will have access to the trading platform. If the Client does not provide the documentation within this timeframe, the Company will close the client's account and return any remaining funds (if possible). It should be noted that upon funding his/her trading account, the Company reserves the right to request from the Client to proceed with prior verification on his/her trading account and only where the Client has fully verified his/her trading account to be able to proceed with trading activities in the trading platform. The Client may at any time notify the Company that it wishes to exercise any of its rights afforded to it by the GDPR and listed below (and explained in detail in our Privacy Policy) in accordance with the procedure described in our Privacy Policy:

a. Request access to your personal data (commonly known as a “data subject access request”).
b. Request correction of the personal data that we hold about you.
c. Request erasure of your personal data.
d. Subject to the legal basis on which the processing activity is based, you may object to the processing of your personal data. Please note that in some cases, we may have compelling legitimate grounds to process your information which we need to comply with.
e. Request restriction of processing of your personal data.
f. Request the transfer of your personal data to you or to a third party.
g. In case the processing of the data is performed subject to your consent, you may withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

11. The client agrees and accepts that upon funding his/her trading account (i.e. upon depositing) the Company may at its absolute discretion request the Client to verify his/her trading account in order to be able to proceed with trading activities; in such case, the client will not be able to conduct any trading activity in his/her trading account if he/she did not complete the verification process and/or in case the client did not provide the Company with the requested verification documents.

4. Appropriateness

1. In accordance with our governing regulations, part of the information requested from Clients is used to assess the Client’s appropriateness to the services and financial instruments offered by the Company.
2. The Client’s knowledge and experience, as provided by the client, enables the Company to make a decision on the appropriateness of the Client. If the Client is identified as not having the correct level of knowledge/experience, the Company will inform the Client accordingly.
3. In case any of the above information is optional (i.e. not absolutely necessary) you will be notified accordingly at the time of providing your personal information.

5. Client Categorization

1. The Company is required under MiFID II to categorize any Client as an eligible Counterparty, Professional Client or Retail Client so that when carrying out business with a Client, the Company can provide the level of information, services and protection that is appropriate to and consistent with a Client categorization.

2. On the basis of the information available to the Company, the Company categorized the Clients as Retail Clients and agrees that he will be subject to the rules of professional conduct, which govern the Company's relationship with Retail Clients.
3. This categorization will apply to all the Company's MiFID-related business with the Client, unless the Parties agree otherwise.
4. The Client has the right to request in writing to be categorized as a Professional Client (provided the relevant criteria and procedure are fulfilled), but in such case the Client will be afforded fewer regulatory protections. The Company will assess specific quantitative and qualitative criteria in accordance with the provisions of the Law, and the change of categorization will depend on its absolute discretion.
5. The Client has the right to register only one Trading Account, if any Client has multiple Trading Accounts then the Client needs to inform the Company in relation to these Trading Accounts before carrying out any transactions. If, for any reason, the Company is not informed of any multiple Trading Accounts and discovers this to be the case, the Client will be contacted in order to choose which account they wish to keep. All other accounts will be blocked and the Client's funds will be refunded back to the Client. Any losses incurred as a result of trading will not be refunded to the Client.

6. Client Warranties

1. The Client represents and warrants to the Company that:
    a. the Client has the authority to enter into this Agreement and to execute the provisions thereof;
    b. the Client is not under any legal disability with respect to, and is not subject to, any law or regulation which prevents his performance of this Agreement or any contract or transaction contemplated by this Agreement;
    c. the Client acts as principal and not as an authorized representative / attorney or trustee of any third party;
    d. the monetary funds and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal acts and/or criminal activities and/or terrorism;
    e. the monetary funds and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company, shall belong exclusively to the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing;
    f. the Financial Instruments and/or legal documents, which the Client delivers to the Company are authentic, valid and free of any defect, and they shall have the legal effect which they contend to have;
    g. the Client certifies that he has provided accurate, complete and true information about himself upon registration and will maintain the

accuracy of the provided information by promptly updating any registration information that may have changed. Failure to do so may result in Trading Account closure, Trading Account limitations and/or voiding of any transactions;

h. the Client confirms that he/she is not a US Reportable Person and is a resident within the countries specified in section 2 *"Provision of Services – List of Countries"* of the present Agreement;
i. the Client confirms that he has reached the age of maturity in the country of his/her residency;
j. the Client confirms that he is of legal competence and/or of sound mind;
k. the Client will provide KYC documents to the Company within a period not exceeding 15 days from the moment of depositing funds.

2. The Client confirms that the purpose and reason for registering and operating an IQ Option Trading account is to trade, on their own behalf, in any financial instruments and to take advantage of the services offered by the Company. The Client warrants that should the reason for operating an IQ Option Trading account change, they will inform the Company immediately.
3. The Client warrants and/or shall repeat the above warranties at all times, including, without limitation, during and/or upon the execution of any transaction and/or trade, through the Trading Account and the provision of the Services.

7. Indemnity and Liability

1. The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance of his obligations under this Agreement and/or the liquidation of any Financial Instruments and products of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default or fraud by the Company. This indemnity shall survive termination of this Agreement.
2. The Company shall not be liable for any loss, expense, cost or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost or liability is resulted from gross negligence, willful default or fraud by the Company. Notwithstanding the provisions of paragraph 6.1 above, the Company shall have no liability to the Client whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.
3. The Company shall not be liable for any loss of opportunity as a result of which the value of the Financial Instruments of the Client could have been increased or for any decrease in the value of the Financial Instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default or fraud on the part of the Company.

4. The Company shall not be liable for any loss which is the result of misrepresentation of facts, an error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default or fraud by the Company.
5. The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

8. Execution of Orders

1. By accepting this Agreement, the Client accepts that he has read and understood all provisions of this Agreement and related information on the Website. The Client accepts and understands that all orders received shall be executed by the Company as the counterparty of the transaction in its capacity of Market Maker. The Company shall act as a principal and not as an agent on the Client's behalf for the purpose of the Execution of orders. The Client is informed that Conflicts of Interest may arise because of this model, and further details can be found in the Company's Conflict of Interest Policy.
2. The Client authorizes the Company to rely on and act in accordance with any order, which appears to have been placed (and has been reasonably accepted as such by the Company) by the Client in accordance with the provisions of paragraph 16.
3. The Client may transmit orders to the Company via the Trading Platform or in such other manner as it may be specified from time to time, provided the Company is satisfied, at its absolute discretion, as to the identity of the person placing the order as well as for the validity of the order.
4. The Client agrees that: (i) the Company may record all telephone conversations between the Client and the Company's employees or representatives, (ii) any recordings that the Company keeps will be its sole property and the Client accepts that they will constitute evidence of the communications between the Company and her/him, (iii) the Company may use such recordings or transcripts from such recordings as evidence towards any dispute, and (iv) that telephone conversations may be recorded without the use of a warning tone or any other further notice. We draw to your attention that the Company's systems enable the company to monitor telephone, email, voicemail, internet and other communications. In order to carry out our legal obligations and for other business reasons and customer service and security reasons, the Company may monitor use of systems. Such monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.
5. Any orders of the Client, once placed, cannot be revoked or amended, except where the Company can and shall allow the Client to revoke or amend the relevant order.

6. Reception of the order by the Company shall not constitute acceptance, and acceptance shall only be constituted by the execution of the order by the Company.
7. The Company shall be obliged to execute the Client's orders sequentially and promptly.
8. The Client acknowledges and accepts:
    a. the risk of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures of such means,
    b. the risk of delay or other problems,
    c. the risk that the orders may be placed by unauthorized persons, and agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance with such orders. The Client accepts that during the execution of his order, the Company shall have no responsibility as to its content or the identity of the person placing the order, except for gross negligence, willful default or fraud by the Company.
    d. The risk that the client's trading account can be hacked by another individual and/or the client's trading account can be used by someone without the client's permission, and in this case, the Client agrees and accepts the following:
        i. The client is responsible to notify the Company immediately that his account was ''hacked'' and/or used by someone without the client's permission (hereinafter collectively referred to as ''unauthorized access'');
        ii. The Company will not be held responsible for any unauthorized access to the client's trading account and/or for not identifying that the client's account was accessed in a way that it is considered unauthorized access;
        iii. Where the Company identifies and/or where the client notifies the Company that his account was accessed in a way that it is considered unauthorized access, the Company reserves the right to block immediately the client's trading account without prior notification to the client and the client will not be entitled to any profits made during the time that his account was unauthorized accessed.
9. The Client acknowledges that, at its own discretion, under certain market conditions and in particular where it has reached or surpassed internal exposure levels, the Company may have to close all or a part of the Client's positions in CFD contracts with cryptocurrencies as underlying assets. The Company undertakes to provide adequate notification to the Client in case a CFD position will be liquidated by the Company and shall provide no less than 5 (five) working days notice before proceeding with the liquidation.
10. The Client agrees and understands that the availability of the CFD contracts depends on the availability and/or the trading conditions of the underlying asset on the relevant Market and where for any reason a discontinuance and/or a suspension of the operation of the relevant Market and/or in case of trading interruption of an asset on the relevant Market occurred and as a consequence

renders the underlying asset unavailable, the Company reserves the right to cancel and/or close the client's positions on the said underlying asset by giving a prior notification to the client and/or notify the client to close his/her positions within a given timeframe set by the Company.

11. The client agrees and understands the following in consideration of the below corporate actions:
    a. Where it is publicly available that a specific Company has filled and/or is in the process of filing for Chapter 11 under US bankruptcy law and/or an equivalent to Chapter 11 corporate action related to bankruptcy and/or bankruptcy law under any national legislation/regulations, the Company reserves the right to close any and all relevant positions in regard to the asset(s) of such Company and suspend the related asset(s); the client's position(s) held in the referred asset(s) will be closed by the Company with the last available price on the platform and the client will receive a prior notice on this matter. It should be noted that the Company will not be held liable for any losses incurred to the client in relation to the aforesaid closure of the position(s) and/or the suspension of the asset(s).
    b. In circumstances where the underlying asset offered by the Company might be subject to split and/or reverse split, the Company may decide to close the client's position(s) held in the referred asset with the last available price on the platform prior to the occurrence of the split and/or reverse split event, and the Client will receive a notification in this regard. Further information in relation to the *"likelihood of execution of orders"* can be found in the Company's Order Execution Policy, which forms part of this Agreement.

9. Electronic Trading

1. By accepting this Agreement, the Client is entitled to apply for access codes, within the Company's electronic systems and/or Trading platform, in order to be able to give orders for the purchase or sale of the Financial Instruments by connecting to the internet through a compatible device such as a personal computer, a tablet or a smartphone. The Client acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the Client's access to the Company's Trading Platform or part of them in order to ensure the effective and efficient operation of its systems and in order to protect its own interests and the interests of its Clients. In such cases, the Company may close any or all Trading Accounts.
2. The Client agrees and declares that:
    a. the Client will ensure that the Username and Password issued by the Company in relation to the use of the Service(s) will only be used by him and will not be disclosed to any other person;
    b. the Client shall destroy any written notification of his security information upon receipt;

c. the Client shall avoid choosing numbers, passwords etc. which may be easy to guess, such as birthdays and telephone numbers;
d. the Client shall never write down or record his security information without disguising it, and
e. the Client shall be liable for all orders given through his security information, and any orders received in this manner by the Company shall be considered to have been given by the Client.
f. the Client is granted an exclusive and non-assignable right to the use of and access to the Trading Account and that it is his responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his immediate family, shall gain access to and/or trade through the Trading Account assigned to her/him.
g. Frequent access and logins to the Trading Account via different IP addresses from different countries and/or via the use of VPN or VPS is an indication that shall reasonably lead the Company to believe that paragraphs 9.2.a and 9.2.f have been breached.

3. The Client undertakes to notify the Company immediately if the Client notices or has any reason to suspect that:
    a. the Client's security information has been learned or may be misused by any person;
    b. any unauthorized or irregular transaction was recorded on his Trading Account;
    c. an erroneous order confirmation or any similar inaccurate or conflicting statement or any information;
    d. the Client became a US Reportable Person or ceased to be a resident within the countries specified in section 2 *"Provision of Services – List of Countries"* of the present Agreement.
4. The Client acknowledges that the provision of the Service(s) may involve information being transported over an open network. Information is therefore transmitted regularly and without control across borders. The Company takes reasonable steps to avoid information being intercepted and read by third parties, by utilizing techniques such as encryption, however it is not always possible to avoid someone other than the Company from gaining access to information about the Client and the Client dealings with the Company.
5. The Client acknowledges that the Company will not take action based on the orders transmitted to the Company for execution by electronic means other than those orders transmitted using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such orders.
6. The Company bears no responsibility for any actions or omissions of third parties, nor does it bear any responsibility for any damage and/or loss and/or expense caused to the Client or third parties as a result of and/or in relation to any aforesaid action or omission.
7. The Company is not responsible for any power cuts or failures from the client's part that prevent the use of the system and/or the Trading Platform, and cannot

be responsible for not fulfilling any obligations under this agreement because of network connection or electricity failures.

8. Telephone instructions related to trading activities are currently not permitted. The Company reserves the right, at its discretion, to amend this term in the future.
9. Orders can be transmitted to the Company for execution, only within the operating (trading) time. The Client's order shall be valid and in accordance with the type and time of the given order, as specified.
10. The Client acknowledges and agrees that the Company has the right to close any transaction, at its sole and absolute discretion without providing prior notice to the Client if the underlying asset or contract on which the transaction is based settles on an expiry date as determined by the relevant financial market, in which the said asset is traded (such time referred to as 'Closing Time' and the relevant expiring transaction referred to as an 'Expiring Transaction'). The Company will not be obligated to take actions to roll over an open position in an Expiring Transaction.
11. In case of force majeure, the Company may suspend, freeze and/or cancel the Client positions and suspend any trading activities on the Trading Platform, and/or suspend the trading of a particular asset and/or request the revision of the executed transactions.
12. If the Client remains inactive for a period of 90 consecutive days ('Inactive Account'), his account will be charged with a monthly maintenance fee €10 (Euro ten or the equivalent amount in another currency on the day of deduction of the fee) on the unused credit balance. The client is considered to be inactive if he did not perform any financial activity (i.e. trading on the real (not demo) account or depositing) in his trading account for a period of 90 consecutive days. It should be made clear that any maintenance fees shall not exceed the total balance of such Inactive Account.

10. Refusal of Execution of Orders

1. The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to execute orders, including, without limitation, in the following circumstances:
    a. If the execution of the order aims or may aim to manipulate the market price of the Financial Instruments (market manipulation);
    b. If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading);
    c. If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering);
    d. If the Client has insufficient funds to cover the purchase of Financial Instruments or if there is an insufficient number of Financial Instruments to cover their sale;
    e. If the Client fails to fulfill any of his obligations towards the Company under this Agreement;

f. The Company's own exposure levels as set out in the Company's internal policies have been reached in respect of the Financial Instrument or the underlying asset of the Financial Instrument the Client wishes to buy/sell;
g. If the Client seeks to be or became a US Reportable Person or ceased to be a resident of the countries specified in section 2 *"Provision of Services – List of Countries"* of the present Agreement.

2. Any such refusal by the Company shall not affect any obligation, which the Client may have towards the Company.
3. The client acknowledges and agrees that the products offered by the Company may not always be available for purchasing, and it is in the Company's absolute discretion to make these products available or not to the clients at any time.

11. Client's Money (Safeguarding)

1. Client's funds which will be used for the provision of Service(s) shall be held with the Company in the name of the Client in special client denominated accounts (further – Bank account) with reliable financial institutions (within or outside Cyprus or the EEA). These funds will be segregated from the Company's funds and shall not be used for any other purpose. The Company will not be held liable for the insolvency, act or omissions of any bank or other third party holding Client's funds.
2. The Client's funds in accordance with the provisions of paragraph 10.1 may be held with the funds of other Clients in a pooled Bank account, and although segregated from the Company's own funds it may not be segregated from the funds held for other clients within the relevant Bank account. Consequently, in the event of default on the part of the bank or other institution, which causes a shortfall in the funds held in the pooled Bank account, the Client may share proportionately in that shortfall.
3. The Client authorizes the Company to make deposits and/or withdrawals from the Bank account on his behalf including, without prejudice to the generality of the above, withdrawals for settlement of all transactions undertaken by this Agreement and all amounts payable by or on behalf of the Client to the Company or to any other third party
4. The Company retains a right of set off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company and/or merge any accounts of the Client with the Company. Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to any rights other than those set out herein or to any credit facilities.
5. The Client has the right to withdraw the funds, which are not used for margin covering, free from any obligations from his account without closing the said account.
6. The funds transfer (withdrawal from Trading Account) is achieved within 24 hours after receiving from the Client a withdrawal request instruction. Then the

transferring amount reduces the balance of the Client's Trading Account on the day the withdrawal request is processed. The Company reserves the right to decline a withdrawal request if the request is not in accordance with this Agreement, or to delay the processing of the request if not satisfied with full documentation of the Client.

7. The Client agrees to pay any incurred bank transfer fees when withdrawing funds from his account to his designated bank account. The Client is fully responsible for the payment details that he has provided to the Company, and the Company accepts no responsibility for the Client's funds if the Client's given details are incorrect. It is also understood that the Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts/Trading Account(s).
8. The Client agrees that any amounts sent by the Client will be deposited to the Trading Account at the value date of the payment received and net of any charges / fees charged by the bank or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client before making any amount available to the Trading 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. Withdrawals should be made using the same method used by the Client to fund his Trading Account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. The Company further reserves the right to request further documentation while processing the Client's withdrawal request. If the Company is not satisfied with any documentation provided by the Client, the Company may reverse the withdrawal transaction and deposit the amount back to the Client's Trading Account.
10. In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's Trading Account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Client's Trading Account(s).
11. The Client acknowledges and agrees that the Company will not pay interest to the Client on funds located on the Trading Account. The Company reserves the right to establish when and how much interest it will pay on the Client funds.
12. It is understood by the Client that the Company may keep merchant accounts in its name with payment service providers (PSPs). The primary function will be to facilitate and settle payment transactions of its Clients, and it is noted that merchant accounts are not used for safekeeping of Client money.
13. The Company will exercise due skill, care and diligence when selecting and appointing financial institutions such as banks or PSPs, especially in cases where these institutions hold Client money. The Company will periodically review, monitor and take into account the financial institution's reputation, integrity and expertise, in addition to its regulatory status. It should be noted

that the Company cannot be held liable for any circumstances beyond its control, and as such, is not responsible for any losses the client may face as a result of the insolvency or failure of the financial institution where Client money is held.

14. For the purposes of safeguarding Client money, according to regulation, the Company:
15. Will retain accurate corresponding records distinguishing the Client money from its own as well as that of other Clients.
16. Will conduct on a regular basis reconciliation between its internal accounts and records and those of any third parties by whom those funds are held.
17. Will keep all Client money segregated from its own funds
18. Will not use Client money for its own business purposes
19. Will ensure that Client money deposited into financial institutions is segregated from its own money in clearly identified accounts (Clause 11.1).
20. The financial institution where segregated client funds will be kept may be within Cyprus or within the EEA. It should be noted that the applicable legislation applied to such financial institutions outside of Cyprus (but within the EEA) may be different from the applicable legislation in Cyprus. In the event of insolvency, your funds may be treated differently from any treatment applicable to funds held in segregated accounts in Cyprus.
21. The financial institution, to which we will pass your money, may hold it in an omnibus account. Hence, in the event of the insolvency or any other comparable proceedings in relation to that financial institution, we may only have an unsecured claim against the financial institution on your behalf, and you will be exposed to the risk that the money received by us from the financial institution is insufficient to satisfy your claims. It is understood that the Company may hold Client money and the money of other clients in the same account.

12. Deposits & Withdrawals

1. The Client's Trading Account shall be activated upon the deposit of funds.
2. The Client is able to deposit funds into his account at any time during the course of the business relationship. Deposits can be made through a number of methods as specified on the Company's Website, which may be changed at the Company's discretion. When making a deposit, the Company shall credit the Client's Trading account with the relevant amount.
3. The Company prohibits third-party or anonymous payments into the Client's trading account. Only funds sent from an account held in the Client's name and belonging to the Client are acceptable. The Company reserves the right at its discretion, if it has identified third-party or anonymous deposits, to block the account. The Client should note that any remaining funds will be returned to the third-party source via the same payment method (with certain exceptions included in this section and/or within the Company's Agreement) and any profits accumulated by the Client using third-party or anonymous funds will not be made available to the Client.

4. The Company reserves the right at its discretion to terminate the Client's trading account where it has identified that the Client's funds and/or payment account(s) have been used to fund a third-party account, and it has reasonable suspicion that the Client and/or third party is circumventing any of the clauses of the present Agreement by doing so and/or is acting in collaboration with a third party circumventing any of the clauses of this Agreement.
5. The Company reserves the right to request documentation to confirm the source of funds deposited into the Client's account in accordance with its legal and regulatory obligations.
6. The Company may limit the availability of prepaid cards deposits to a maximum amount of USD 8,000 or the equivalent per month, per Client. Upon depositing a total amount of USD 8,000 via prepaid card(s), the Client's ability to further deposit with prepaid card(s) will be suspended until the first day of the next calendar month and the Client is advised to use alternative payment methods such as debit/credit card(s) and/or electronic wallet(s).
7. The client agrees and understands that the Company only accepts valid withdrawal requests submitted by the Client, and the Company reserves the right to cancel a client's withdrawal request where such withdrawal request is not valid. A withdrawal request is considered to be valid where it meets cumulatively the following conditions: a) the client must have submitted the required documentation that consists of, inter alia, a copy of his credit/debit card and/or identification documents and b) the Company has approved the required documents submitted by the client. The client will be duly notified by email regarding the cancellation of his/her withdrawal request. The Company will process withdrawals upon receiving a request through the Client's platform. When requesting a withdrawal, the Client should note that the withdrawal of funds will be sent back to the same account via the same method from where the initial deposit was received (e.g. Client deposits $100 to trading account by bank wire, first $100 of withdrawal will be sent via bank wire to the same bank account). The Client is able to request any profit (above his deposit amounts) through other available methods, as long as the account the withdrawal is to be made belongs to the Client. However, there might be some instances where, pursuant to the Company's absolute discretion, the Company may allow a client to withdraw his/her funds into an account (bank account and/or an e-wallet) other than the one used to deposit funds in the Company's trading account; for example, where it has been identified that the risk of fraud and/or money laundering is determined by the Company as low.
8. Withdrawals can only be requested to accounts in the Client's name. No withdrawals will be processed to third-party or anonymous accounts.
9. Withdrawals may only be executed within normal trading hours; normal trading hours are defined as the hours that the European and/or the US market operates, i.e. excluding public holidays and midnight hours.

13. Titles of Ownership

The Financial Instruments purchased by the Client or by the Company on behalf of the Client and shall be registered in the name of the Client and/or in the name of the Company on behalf of the Client.

14. Safekeeping of Financial Instruments

1. The Client's Financial Instruments shall be deposited for safekeeping with a third party/custodian in the name of the Client and/or in the name of the Company on behalf of the Client subject to the terms of this Agreement, which may include the Company if applicable and permitted by applicable legislation. Such Financial Instruments may not be separately identifiable from the proprietary Financial Instruments of the third party / custodian and in such cases, the Client may not be fully protected against any act, omission or the insolvency of the third party / custodian.
2. The Company shall act with diligence and care during the appointment and monitoring of the third party / custodian for the holding and safeguarding of Financial Instruments. The Company shall not be liable for any loss suffered by the Client due to any act, omission or the insolvency of the third party / custodian, unless such loss is the result of gross negligence or fraud by the Company in the appointment or monitoring of the third party / custodian.
3. Where the Financial Instruments and assets of the Client are deposited for safekeeping with a third party / custodian of the Client's choice, the Client will enter directly into an agreement with the third party / custodian of his choice and will notify the Company in writing of the appointment and the details of the third party / custodian.

15. Settlement of Transactions

1. The Company shall proceed to a settlement of all transactions upon execution of such transactions.
2. An online statement of Account will be available for printing to the Client on the Trading Platform of the Company, at all times.

16. Laws and Market Regulations

All transactions of the Client shall be subject to the laws, which govern the establishment and operation, the regulations, arrangements, directives, decisions, circulars and practices (jointly referred to as "the Laws and Regulations") of the CySEC and any other authorities which govern the operations of Investment Firms, as they are amended from time to time. The Company shall be entitled to take or avoid taking any necessary measures in order to comply with the Laws and Regulations, including but not limited to FATCA, in force from time to time.

17. Client's Obligations

1. The Client shall be obliged to deposit with the Bank Account any required funds so that there is sufficient clear balance for the execution of his order for the

purchase of Financial Instruments and products and to deliver to the third party / custodian under the Company's control any Financial Instruments he requires from the Company to sell, which may include the Company if applicable and permitted by applicable legislation. In case of non-fulfillment of these obligations, the Company shall be entitled not to execute the relevant order, in whole or in part. If the Company executes such orders, the Client shall be obliged to immediately pay the difference between the said balance and the cost of the transaction (in case of purchase) or to deliver the Financial Instruments and/or their control to the third party / custodian (in case of sale) and to pay the Company's fee, commissions and/or other expenses; otherwise, the Client shall be instantly deemed in default without any further notice and shall be liable for any loss caused to the Company from this delay including loss of profit.

2. All assets, including Financial Instruments or funds, which come into the control of the Company on behalf of the Client shall be subject to the Company's right of lien. To this extent, the Company shall be entitled to refuse their delivery to the Client until all the obligations towards the Company are fulfilled. The Company shall not be liable for any losses caused to the Client or to any third party by the exercise of the right of lien or by any other lawful measures, which may be taken by it, in settlement of its claims against the Client, including any future or contingent claims.
3. The Client agrees that in case the Company carries out a transaction which is not covered by the balance of the Client's Trading account, the Company shall have the right to liquidate his assets and use the proceeds to cover part or the total difference.
4. The Company has the right to refuse to fulfill its obligations under this Agreement, for as long as it maintains any claims against the Client, whether these are due, future or contingent and regardless of whether these arise from the same transaction from which such obligations arise.

18. Other Documents

The Client shall sign any document, which, at the Company's discretion, is considered fair and necessary for the provision of the Service(s) by the Company under this Agreement, including without limitation, for the execution of the Client's orders and the operation of the Client's funds. Such document shall constitute an integral part of this Agreement and shall remain in force until the Company receives a written notice from the Client to revoke it.

19. Foreign Exchange

1. For any conversion required to be effected from one currency to another for the execution of any order, the Company is entitled at its absolute discretion to debit the Client's Trading Account with the equivalent amount of the transaction in the currency in which the Client holds the Trading Account.

2. The Client acknowledges and agrees that he shall undertake all risks deriving from any such conversion and, in particular, the risk of loss which may be incurred as a result of the fluctuation in the exchange rates.

20. Costs and Associated Charges

1. The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters. Specifically, The Conflicts of Interest such payments to business introducers may create, and the procedures established by the Company for their management are described in the Company's Conflicts of Interest Policy.
2. All applicable fees or charges can be found on the Company's Website (General Fees). The Company has the right to amend its fees and charges from time to time.
3. Ongoing trading fees including, inter alia, swaps shall be charged and deducted from the Client's trading account balance. In case the Client's trading account balance does not maintain enough funds to provide for it (i.e. cover the overnight/swap fees), the Client's position(s) will close.

21. Provision of Information to the Client

1. Where the Company holds Financial Instruments or funds on behalf of the Client, it shall send to the Client, at least annually, a statement in a Durable Medium of those Financial Instruments or funds unless such a statement has been provided in any other periodic statement.
2. Where the Company executes a Client's order, it shall send to the Client, in a Durable Medium, a notice which confirms execution of the order and includes the essential information concerning its execution, no later than the first business day following execution.
3. The notice confirming the execution of the order, which shall be sent by the Company to the Client, shall include, as the case may be, the Company's identification, the full name of the natural person, the trading day and time, the type of the order, the execution venue, the identification of the Financial Instrument, reference to the type of order (buy or sell), the quantity, the unit price, total consideration and the total sum of the commissions and expenses charged.
4. The Client may request from the Company to send him information about the status of his/her order.
5. The Client may object in writing any part of the notice referred to in paragraph 21.3 above within 5 (five) business days from the date he receives the notification. Failure of the Client to act as above shall prevent the Client from raising any objection or dispute on the specific transaction. An objection of the Client does not result in the cancellation of the transaction.
6. Beta Versions: The Company may test certain functions and websites using a Beta Version which is available to Clients. Clients should note that the

Company is not liable for any financial losses or disruptions to services the Client may face as a result of using Beta Versions. All Beta Versions will be identified as such and the Client accepts all risks.

7. The clients have access to communication records on request, including telephone conversations and electronic communications that are relating to (or are intended to result in) transactions concluded when dealing on their own account and the provision of client order services that relate to the reception, transmission and execution of client orders.
8. The Company has the right to charge clients a reasonable amount for access to this information.

22. Outsourcing and Appointment of Tied Agents

1. We may disclose your personal data to third parties in order to comply with any legal obligation or in order to enforce or apply our terms and conditions and other agreements and/or in order to efficiently offer our services.
2. Where the Company outsources critical or important operational functions or any investment services or activities, the Company remains fully responsible for discharging all of its obligations under the relevant legislation.
3. Where the party to whom we share your personal information is a legal entity, we hereby affirm that we will take all reasonable steps and/or actions to confirm that the employees and/or representatives of such a third party will execute their duties in accordance with the highest industry standards and will comply with all provisions and requirements of the provisions of our Privacy Policy and the local laws and regulations on the protection of personal data (as amended from time to time) and GDPR and any legislation to succeed or complement it.
4. The Company may appoint tied agents (further – “Agent(s))”) for identifying suitable opportunities and creating consumer interest and awareness towards the Services, for the receipt and transmission of orders from the Clients and/or for the provision of advice to the Client (if the Company offers such services as separate Service) or potential client in relation to the Financial Instruments. In the case of appointment of an Agent, the Company shall remain fully and unconditionally responsible for any action or omission on the part of the Agent when acting on its behalf.

23. Investor Compensation Fund

The Company is a member of the Investor Compensation Fund. The Client, under certain preconditions, is entitled to compensation from the Investor Compensation Fund. For more information, please see Investor Compensation Fund.

24. Acknowledgement of Risks

By accepting this Agreement, the Client accepts that the Client has read and understood the information contained in this Agreement and the Company’s general

description of the nature and risks of different Financial Instruments, Products, and/or Service(s) which can be found in our Risk Disclosure.

25. One-Click Trading terms and conditions

1. One-Click Trading mode allows you to perform trading operations on the platform with only one click on the Buy/Call or Sell/Put buttons without any additional confirmations. Opting in for the One-Click Trading mode means that you acknowledge that you have read and understood the following terms and conditions, and you agree to be bound hereby. Your current version of the platform enables you to choose between the following modes for order submission. You agree that you will be bound by the procedures and conditions specified herein with respect to each such mode.
    a. There are several steps you have to follow when using the default mode for the submission of orders. Using the default mode, you first invoke the instruments menu and choose the assets you want to trade. Then you select all parameters depending on the instrument you have chosen and confirm your order submission by clicking either Buy/Call or Sell/Put buttons depending on the particular order type selected and your trading intentions. Using the default mode, a confirmation window will appear, and you will have to confirm your intentions and the trade details in order to confirm the transaction. Your order will not be submitted until you have completed the aforementioned procedure.
    b. The One-Click Trading mode for order submission (“One-click trading”) is a one-step process. You will be submitting orders when you single-click either Buy/Call or Sell/Put buttons.
2. There will be no subsequent confirmation prompt for you to click; hence you should ensure beforehand that all parameters are set based on your trading intentions. You will not be able to withdraw your order once you click the Buy/Call or Sell/Put buttons, and only certain parameters such as stop loss and take profit orders for CFDs can be modified after having opened a trade. Under normal market conditions and system performance, a market order will be promptly filled after submission, and you will have entered into a binding transaction. You can activate or deactivate One-Click Trading mode in the settings of the platform. One-Click Trading can be activated or deactivated for one or several instruments in the settings. By selecting the One-Click Trading mode, you understand that your orders will be submitted by clicking the Buy/Call or Sell/Put button, without any further order confirmation. You agree to accept all risks associated with the use of the order submission mode you have chosen, including, without limitation, the risk of errors, omissions or mistakes made in submitting any order. You agree to fully indemnify and hold harmless the Company from any and all losses, costs and expenses that may incur as a result of any such errors, omissions or mistakes by you or any other person trading on your behalf. If you accept the One-Click Trading terms and conditions, tick the “Buy in one click” option when opening trades on the

platform. If you do not accept the conditions, do not tick the box and do not use the One-Click Trading function.

26. Duration of Agreement and Amendment Thereof

1. This Agreement shall take effect upon its acceptance by the Client, which is signified by the opening of the Trading Account and the depositing of funds. This agreement shall be valid for an indefinite time period, unless terminated in accordance with paragraph 27 below.
2. This Agreement may be amended unilaterally by the Company to reflect any change in the legislation and/or decisions and/or EU Directives and/or regulations of the Market and/or the CySEC and/or other appropriate authorities in the Republic of Cyprus or abroad that affect this Agreement. In any such case, the Company shall notify the Client of the said amendment, which shall take effect immediately without the Client's consent by publishing the new version of the Agreement and/or other related documentation/information on the Website.
3. The Company reserves the right to amend, from time to time, any part of this Agreement for any reason.
4. The Client shall ensure that they are informed of these changes at all times. Under such circumstances, the Client will be notified either in writing or through our Website accordingly and shall reserve the right to accept or not accept the amendments according to the provisions of this clause.
5. If the Company deems that the amendments are material, such amendments will take effect on the date specified in the notice to you.
6. Any amendments will affect all ongoing business between the Company and the Client, unless we state otherwise in our notice. No amendment of the terms of this Agreement shall affect any outstanding order, transaction, or any other rights or obligations which exist at the date of amendment, unless specified otherwise in the notice.
7. The Client understands and agrees that her/his consent is not necessary for any change to be effective. Whether the Client does not respond and disagree with the content of the notification sent by the Company regarding the amendments implemented in the Company's Terms and Conditions, this will be considered as an acceptance by the Client of the contents of the amendment and of the amended Terms and Conditions. Further, any order of the Client to execute a transaction(s) following the receipt of the notice, shall be deemed as acceptance by the Client of the contents of the amendment and of the Agreement as amended.
8. The Client understands that it is their sole responsibility to remain up-to-date with all changes. The applicable version shall be the latest version uploaded on the Company's website, and in the event of a dispute, the latest version shall prevail.
9. In case the Client does not agree with the amendments, the Client shall be entitled to terminate this Agreement in accordance with paragraph 27(A) below.

10. Following the publication of the Parliamentary Document No. 398/0 (hereinafter the "Amending Act") that entered into force 1st of May 2020, which amends the conditions for passporting services to the territory of the Czech Republic, the Company is obliged to provide services to clients that are residents of the Czech Republic only on occasionally or temporary basis. Subsequently, pursuant to the applicable legislation, clients that are residents of the Czech Republic agree and understand that the Company shall provide its services as described herein to such clients only on a temporary or occasional basis. In particular, the present Agreement with clients that are residents of the Czech Republic shall be terminated on the 31st of January 2021. In accordance with section 27(B) of the present Agreement, on the 31st of January 2021, the Company will proceed with the closure of the client's trading account along with any open position(s) maintained in such account (if any). Lastly, following the termination of the client's trading account for the aforesaid reason and/or for any other relevant reason included in section 27 of the present Agreement, the client may only open a new account with the Company (upon the Company's absolute discretion) in one (1) year from the receipt of the termination notice. Whether the Company identifies that the client has created any additional trading account(s) within the above timeframe, the Company shall be entitled to, without giving prior notice, terminate the Agreement immediately, close all open positions, close the account(s) and return any remaining own funds (if applicable) excluding profits. The Company shall have no liability and no obligation to pay any profit for the aforementioned reasons.

27. Termination of the Agreement

A. Each Party shall be entitled to terminate this Agreement at any time by giving to the other Party a 15 (fifteen) days written notice. During the 15-day notice, the Company may limit the services available to the Client; however, access will be granted in order for the Client to withdraw any remaining balance and close any open positions.
B. The Company shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) without giving prior notice under the following circumstances:
    1. Death or legal incompetence of the Client;
    2. If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken;
    3. The Client violates any of the Client's obligations under this Agreement;
    4. The Company, based on the available information, has determined that the Client:
        1. Is and/or has been using fraudulent means or was involved in a fraudulent scheme in relation to the performance of this Agreement; and/or
        2. has illegally and/or improperly and/or otherwise gained an unfair advantage, over and/or to the detriment of other clients of the

Company and/or the Company and/or was unjustly enriched by using information which was intentionally and/or negligently and/or otherwise concealed and/or not disclosed in advance by the Client to the Company and/or for which the Company had known in advance would have not consented and/or authorized the use of such information by the Client for the purposes of this Agreement; and/or

3. has performed acts with the intention and/or effect of manipulating and/or abusing the market and/or the Company's trading systems; and/or
4. has acted in bad faith during the performance of his obligations under the Agreement.

5. The termination is required by any competent regulatory authority or body or court of law or under applicable law;
6. The Client occurred to be or became a US Reportable Person or ceased to be a resident within the countries specified in section 2 *"Provision of Services – List of Countries"* of the present Agreement;
7. In case the Company became aware that the Client has not reached the age of maturity in the country which the Client is a citizen of or resides in.
8. In case the Client receives 2 warnings regarding verbal abuse against employees of the Company and/or against the Company.
9. The Client breaches any of the warranties made by her/him in this Agreement.
10. In case the Client uses and/or there are indications that lead the Company to reasonably believe that the Client uses different IP addresses from different countries and/or VPN and/or VPS during the course of executing any transactions and/or trades through the Trading Account and/or the provision of the Services. Whether the Client has provided notice to the Company of any change to its IP address and/or of the use of VPN and/or VPS is irrelevant.
11. The client has initiated a chargeback in relation to funds held in his trading account.
12. Where the Company identifies and/or where the client notifies the Company that his account was accessed in a way that it is considered unauthorized access, the Company reserves the right to block immediately the client's trading account without prior notification to the client and the client will not be entitled to any profits made during the time that his account was unauthorized accessed.
13. Where the Company identifies that the Client is involved and/or is using a high-frequency trading software with the purpose of manipulating the Company's systems and/or trading platform and/or has illegally and/or improperly and/or maliciously and/or knowingly gained an unfair advantage over and/or to the detriment of other clients of the Company and/or the Company and/or this high-frequency trading software is designed to abuse the Company's systems and/or trading platform.

14. Where the Company identifies that the Client's funds and/or payment account(s) have been used to fund a third-party account.

C. The Company shall be entitled to terminate this Agreement immediately and close all open positions without giving prior notice under the following circumstances: if the Client didn't provide to the Company his KYC documents within 15 days from the moment of acceptance of this Agreement.
D. In case the Client fails to provide the Company with any additional supporting documents including, inter alia, up-to-date verification documents, within the specified timeframe, the Company shall be entitled to terminate this Agreement immediately, close the account and all open positions.
E. The Company reserves the right to close the client's account completely and terminate the present Agreement where the Client's account does not have the necessary funds for the administration fee and has remained inactive as defined herein for a period of 90 consecutive days.
F. Provided that the provisions of section 27 shall continue to apply even after the termination of the Agreement, any other lawful rights or obligations that have arisen during or before the termination of the Agreement shall not be affected and the Client shall be obliged to pay to the Company, inter alia:
    1. Any pending fee of the Company and any other amount payable to the Company;
    2. Any expenses incurred by the Company in the provision of the Service(s) under this Agreement, or as a result of the termination of this Agreement, and
    3. Any losses arising during the arrangement or the settlement of the outstanding obligations.
G. In case of termination of this Agreement for a reason indicated in clause 27 (B), subclauses 3-7, 9-14 of this Agreement, the Company shall have no liability towards the Client and no obligation to pay the profit of the Client.
H. In case of termination of this Agreement for a reason indicated in clause 27(A) of this Agreement, the Company shall have either to wire to the Client the remaining balance or to give the client an opportunity to withdraw his remaining balance. In case of termination of this Agreement for a reason indicated in clause 27(B), subclauses 3-7, 9-14 of this Agreement, the Company shall have to transfer to the Client the remaining balance excluding any profits.
I. In case of termination of this Agreement for a reason indicated in clause 27.6 of this Agreement, the Company shall close all open positions without giving prior notice to the Client and shall grant limited access rights to the Client for a period not exceeding 14 days (the "Expiration Period") for the purpose of the Client withdrawing the available balance in his/her Account. After the lapse of the Expiration Period or the processing by the Company of the withdrawal request(s) by the Client (whichever is earlier), the Company will proceed with closing of the Client's account. The Company shall not be liable for any profits or losses towards the Client when closing the open positions of the Client for the purposes of this clause. In case there is no available balance in the Client's Account, then there shall be no Expiration Period and the Company shall

proceed with immediate termination of the Agreement with the Client without prior notice.

J. In case of termination of this Agreement, the Company shall have no liability towards the Client where the Client has not fulfilled his/her obligations as per the Agreement and the Company shall be entitled to pursue its full contractual rights as stipulated herein.

28. The Client's Data

1. The Client's data are those recorded in the Client's questionnaire and are included in the Client's Trading Account under his personal cabinet.
2. The Company could update the Client's data by written notice to the Client in a reasonable time at its absolute discretion.
3. The Company will keep Client's data for the whole duration of this Agreement, and in accordance with its defined Retention Period (as indicated in our Privacy Policy) following termination of this Agreement.

29. Confidentiality

1. The Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement, including without limitation all the communication, documentation or other information exchanged between them, both during the term of the Agreement and after its termination.
2. The Company has the right, without prior notice to the Client, to disclose personal data or details of the transactions of the Client in order to comply with the requirements of the regulatory authorities in the Republic of Cyprus or abroad. The Company may also disclose such information to its auditors/consultants, provided that they are informed and committed to the confidentiality of the information communicated.
3. The Company will handle all Clients' personal data according to the provisions of its Privacy Policy and the provisions of the GDPR and all applicable laws and regulations for the protection of personal data, as this may be amended from time to time.

30. Communication Methods

1. Subject to any specific provision to the contrary in this Agreement, the Client may communicate with the Company by mail, fax, email or telephone. The communication details of the Company are the following: Postal Address: Leoforos Spyrou Kyprianou Street & Evgeniou Voulgareos, 82nd road, Limassol, Number 2, Kato Polemidia, 4153. Telephone: (+357) 25 825808. Fax: (+357) 25 335164. E-mail: support@eu.iqoption.com.
2. The official language of communication of the Company is English. For the ease and convenience of the Client, the Company employs staff who can speak the Client's native language. It should be noted that all documents and information

provided by the Company shall be in English, if the Company provides such information in any languages other than English, it does so for informational purposes only. The Company will not be legally responsible or liable regarding the accuracy of the translated information. It is advised that the Client refer to the English version of such information/documentation.

31. Handling of Complaints

The Client shall contact (in writing) the Company's compliance officer in respect to any complaints about the Services provided by the Company under this Agreement through the email: complaints@iqoption.com. The complaint shall be dealt with in accordance with the procedures set forth in the Company's policy, details of which can be found at the following link.

32. Force Majeure

1. The Company shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include, without limitation, any technical difficulties such as telecommunications failures or disruptions, declared or imminent war, rebellion, civil unrest, natural disasters, statutory provisions, measures taken by authorities, strikes, lockouts, boycotts, blockades or discontinuance or suspension of the operation of any Market.
2. The Company does not bear responsibility for not fulfilling (improperly fulfilling) its obligations when prevented from doing so by uncontrollable circumstances.

33. Assignment

1. The Agreement shall be personal to the Client, and the Client shall not be entitled to assign or transfer any of his/her rights or obligations under this Agreement.
2. The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party. The Company shall notify the Client of any such assignment.

34. Applicable Law and Jurisdiction

The Agreement and all transactional relations between the Client and the Company shall be governed by and construed in accordance with the laws of the Republic of Cyprus, and the Parties agree that all disputes shall be finally settled in the courts of the Republic of Cyprus.

35. General Provisions

1. The Client acknowledges that no representations were made to him by or on behalf of the Company, which have in any way incited or persuaded him to enter into this Agreement.
2. This Agreement, together with the Appendices/Annexes and other related documentation/information on the Website, including but not limited to the 'Conflict of Interest Policy', 'Order Execution Policy', 'Risk Disclosure' and the 'Privacy Policy', shall constitute the entire agreement between the Company and the Client in accordance with the provisions of the Law and shall prevail over any oral or written communication and/or previous agreements between the Company and the Client.
3. In case any provision of the Agreement becomes, at any time, illegal, void or unenforceable in any respect, in accordance with any applicable law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement shall not be affected.
4. In case of negligence, tolerance or leniency on the part of any Party with respect to its rights under this Agreement shall not, in any case, be deemed a silent or other waiver or abandonment of rights.
5. Where the Client is more than one person, the Client's obligations under this Agreement shall be joint and several and any reference in this Agreement to the Client shall be construed, where applicable, as a reference to anyone or more of such persons. Unless otherwise specified, any order, notice or communication given by any of the persons who constitute the Client shall be deemed to have been given by and/or on behalf of all the persons who constitute the Client.
6. The Client consents to unsolicited communication and agrees to be contacted during normal business hours for direct advertising without prior invitation by the Company.
7. The Client undertakes to pay all stamp expenses relating to the Agreement and any documents, which may be required for the execution of the transactions under the Agreement.
8. The Client solemnly declares that:
    a. the Client has received and/or has had the opportunity to receive a copy of the Agreement prior to the date of its signing and that he/she has had the opportunity to get advice from a lawyer and/or professional advisor of his choice, and
    b. the Client has carefully read and has fully comprehended the entire contents of this Agreement, with which he absolutely and unreservedly agrees, and the Client accepts that he/she shall be fully bound by its terms and conditions.
9. The Client agrees and understands that in accordance with the relevant and/or applicable legislation, the Company is unable and/or prohibited from offering special and/or preferential treatment/trading conditions to its clients which is based on the clients' deposited amount and/or trading volume.

ANNEX 1 – GENERAL TERMS

1. The Client's Responsibility

1. The Client acknowledges that these General Terms are an integral part of this Agreement.
2. It is the Client's responsibility to verify that all transactions and Service(s) received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of the Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all transactions in his Trading Account, including all card transactions or other means of deposit and withdrawal transactions (as stated below).
3. The Client is responsible for securing his/her Username and Password for his Trading Account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of the Client Trading Account.
4. It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made and/or to be made by the Client relying on the content of the Website and no claim and/or suit of any kind will arise to that effect against the Company and/or its directors and/or employees and/or functionaries and/or Agents (the Company and/or its Agents). The Company and/or its Agents will hold no responsibility for loss of profits due to and/or related to the Website, Transactions carried out by the Client, Services and the General Terms of use or any other damages, including special damages and/or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.
5. Without limitation of the aforesaid and only in the event of a definitive judgment by a court or other authorized legal institution resolving that the Company and/or its Agent(s) hold liability towards the Client or third party, the Company's liability, in any event, will be limited to the amount of money deposited and/or transferred by the Client to the Trading Account in respect of the transaction which caused the liability of the Company and/or its Agent(s) (if such was caused).
6. No Trading Account will be approved without the completion of the Company's compliance procedures, including the identification and verification of the Account.

2. Risks

1. The value of the financial instruments offered by the Company may increase or decrease. The Client acknowledges that they fully understand the risks involved in trading CFDs (and other similar products), including, but not limited to, the risk of loss of all funds including the entire balance of the Client's account when

the Client selects the option to use his available balance in order to keep his CFD position open.

2. CFD Trading does not give you any right to the underlying instrument of the Transaction. This means that you do not have any interest in, or the right to purchase, any underlying shares in relation to such instruments because the CFDs represent a notional value only.
3. Risks associated with trading in cryptocurrencies: There is no specific EU regulatory framework governing the trading in virtual currencies, and trading in these products therefore falls outside the scope of the Company's MiFID II regulated activities. Virtual currencies are complex and high-risk products, and their prices fluctuate widely; as such, they entail the risk of losing the entire invested capital. Trading cryptocurrencies may result in significant loss over a short period of time. Clients should not trade in virtual currencies in case they do not have the necessary knowledge and expertise in these products. When trading virtual currencies, Clients have no rights to report to the Cyprus Financial Ombudsman in case of a dispute with the Company.
4. The Client acknowledges that he has read, understood and accepted the Company's risk disclosure information found on the Company's Website.

3. Financial Information

1. The Company should not be held responsible for any losses that the Client may incur (or to a third party) due to reliance on inaccurate or erroneous financial information on the Website.
2. The Client should verify the accuracy and reliability of the information on the Website and its appropriateness in comparison with other dependable information sources. The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the Website or due to information sources used by the Website.
3. The Client approves and accepts that any oral information given to him/her in respect of his Trading Account might be partial and unverified. The Client accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.

4. Trading Rescission

Trading on the Website or partly on one or more instruments may be canceled for the aforementioned reasons stated in the present Agreement with no advanced notice. The Client will have no claim or right of indemnification for damages allegedly caused by trading cancellation, whether for concluded transactions or for transactions, the Client may indicate that he allegedly intended to be carried out.

5. Limited Liability

1. The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.
2. Supplying services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the Client and/or third party as a result of and/or in relation to any aforesaid action or omission for any damages of any kind allegedly caused to the Client, which involves force majeure as per paragraph 33 of this Agreement.
3. The Company will bear no responsibility for any damages of any kind allegedly caused to the Client, which involves force majeure or any such event that the Company has no control of and which has influenced the accessibility of its trading site.

6. The Company's Privileges

1. The Client agrees that the Company may, at any time and with no prior notice to the Client terminate, cancel and/or close all or part of the Client's transactions, pledge, transfer, or sell the balance and/or securities in the Client's Trading Account and to perform any action which the Company, at its sole discretion, sees fit to cure the breach if any of the following occur:
    a. If he is in breach of any of his obligations according to the terms and conditions and/or the Agreement;
    b. If he becomes insolvent or bankrupt or in the procedure of bankruptcy, reorganization, insolvency or any equivalent procedure.
2. The Client confirms and accepts that the Company might impose restrictions on the Trading Account if required by law, including without limitation, court order, tax authority, regulatory authorities and any other official authority requirement. The Client agrees that the Company might be required to return or block money existing in the Client's Trading Account to fulfill the requirements of the previously mentioned authorities. Should the aforementioned occur, the Client will have no right, claim or demand from the Company in respect of losses caused to his account as a result of any such action and undertakes to indemnify the Company for any damage caused by the Company's aforesaid action.
3. The Company cannot accept a request to modify or cancel the transaction (except from the 3 seconds cancellation (see above) received from the Client.
4. The Company is responsible for the execution of a specific transaction, and the Client will only assume that a specific transaction was executed upon receipt of an official company report/reply. Further, the Client is solely responsible for verifying the status of the pending transactions prior to carrying out other transactions.
5. It is the Client's responsibility to review transaction confirmations and reports through his Trading Account or delivered by email or in any other form, instantly

following their receipt. Unless the Client objects within (3) three business days, the Company shall consider the reports accurate. The Company has the right to determine the validity of any such objection should it occur.

7. Deposits and Withdrawals

1. According to Anti-money laundering laws and regulations, the Client performing a bank transfer deposit must use a single bank account registered in the Client's name and located in his/her country of residence. The Client has to deliver an official confirmation of transfer (i.e. remittance slip) and validate that the deposit order is carried out according to the Company's requirements. An absence of such confirmation or incompatibility between account and Client's details might cause a transfer to a wrong account, or cause the rejection/loss of the request, or cause the Company to recall the deposit amount to the transferring bank, and eventually could result in the cancellation of the deposit order. Any withdrawal carried out by bank transfer will only be transferred to the bank account that the deposit money had originated/deposited.
2. According to Anti-money laundering laws and regulations, the Company, at its sole discretion, might carry out withdrawal orders by alternative means to those, which have been used in the original deposit order, if and as far as the Company will allow payment by other means of payment. Specifically, when carrying out deposits by other methods (other than credit cards and/or bank transfers), the Client hereby agrees and confirms his/her obligation and commitment to abide by the applicable rules and regulations.
3. The Company will withdraw the Client funds by making a bank wire or transfer to his/her credit card and/or credit card account that was used when the deposit was made, following the Client's withdrawal order. The Company will endeavor to withdraw the Client's funds in accordance with the Client's chosen method. Without prejudice to the previously mentioned, the Company reserves the right to withdraw the funds of the Client by different means in accordance with the Client's type of credit card and/or according to the Company's internal regulations. The Credit card withdrawal shall be performed at times and according to the International Payments Systems procedures.
4. As the withdrawal request is pending (no confirmation has been given/sent to the Client by the Company), the Client may ask to stop the withdrawal process, according to the instructions, leaving the balance of his/her Trading Account intact. The Client accepts and confirms that upon completion of the withdrawal request, he/she will no longer be allowed to request withdrawal cancellation.
5. Subject to paragraph 7.4, if the Client had requested multiple withdrawals to be completed and subsequently requested to carry out multiple stop withdrawals, the Client shall cancel the previously requested withdrawal request(s) and only then to continue providing the remaining requests.
6. The Client’s requests to withdraw funds from the Trading Account, which remain incomplete 5 (five) days after the request, will cause the Company to refund the withdrawal amount back to the Trading Account.

8. Quotes

1. The graphs displayed on the Trading Platform are indicative. Thus, the Company does not guarantee the execution of orders at the same prices specified in the Trading Platform at the time of the Client's submission of a request for the execution of transactions.
2. The Company shall not be liable for any loss suffered by the Client due to misinterpretation and/or any inaccuracy in the graph.
3. The price displayed on the Trading Platform is formed by the formula (Bid + Ask) / 2.

9. Copyright

1. The Company is the owner of all intellectual property rights on and throughout the Website as well as the material on it, including any copyright, database rights and trademarks. Any such right not belonging to the Company belongs to third parties and is protected by copyright laws and treaties around the world. All such rights are reserved.
2. All copyright, database rights, trademarks and any other intellectual property rights in the content of and/or throughout the Website, belong to the Company or a third party, including without limitation to licensors and vendors of the Company. The material and content on the Website (in whatever form it exists), may or may not be identified by a symbol, and they include, but not limited to, designs, photographs, graphics, drawings, text, etc. The lack of any such symbol should not be understood as meaning that the name, term or data is not the intellectual property of either the Company or any third party or any licensor of the Company.
3. IQOPTION (in word or stylized forms) has been registered internationally.
4. The use of the word IQOPTION and/or any trademark or intellectual property rights of the Company (as referred to in this paragraph 9.1), without the Company's express and written pre-approval, is strictly prohibited in all ways. Such prohibited acts, include but are not limited to copying, duplicating, presenting in public, altering, advertising, broadcasting, transferring, selling, or delivering trademarks or any intellectual property rights, in whole or in part to any third parties, distributing, including by publishing on the Internet, or making any commercial use of the trademarks/intellectual property rights, in whole or in part.
5. Any reference, presentation and/or use on the Website of trademarks and/or any intellectual property rights which are not owned by the Company but are owned by other third parties (Third-Party IP) is fair since their usage is limited to (a) descriptive and informative purposes and at no time as part of the Company's Services, and (b) the minimum necessary. Such Third-Party IP is on the Website only for informative purposes, to provide a simple description of the service/goods of the particular third party, and of the use of such service/goods by the Company within the context and for the purpose of

performing its obligations under this Agreement for the provision of the Services.

6. For the sake of clarity, it is noted that the mere description of the Third-Party IP is not of a commercial nature and is only a description without which it is impossible to uniquely identify them, is not an advertisement for goods and/or services of the third parties or the Services of the Company, and does not imply a comparison between the goods and/or services of any third parties and the Company.
7. The Company and the owners of the Third-Party IP (excluding official licensors, partners, vendors) are not affiliated in any way, and/or are not partners, or sponsors to each other, they are not bound by licensing, marketing, and/or any other agreements or mutual obligations, unless this is expressly stated on the Website.
8. Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (hereinafter – “Information”) delivered to the Company shall not be considered the Client's confidential or proprietary right of. Consent to the Agreement will be considered as authorization to the Company to use the entire Clients' Information (excluding Clients' Information designated for personal identification), at the absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.
9. The Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and is strictly forbidden from taking any action, which might damage the Company.

10. Content and Third Parties' Websites

1. The Website might include general information, news, comments, quotes and other information related to financial markets and/or advertising. Some information is supplied to the Website by unaffiliated companies.
2. The Company does not provide investment research. All news, comments, quotes and other information related to financial markets published by the Company are of a promotional/marketing nature only.
3. The Company does not prepare, edit or promote the information/links and/or other information provided by unaffiliated companies.
4. The Company will not be liable for the content of any third-party websites or the actions or omissions of their proprietors, nor for the contents of third-party advertisements and sponsorship on those websites. The hyperlinks to other websites are provided for information purposes only. Any Client and/or potential client uses any such links at his/her own risk.
5. The website is regulated by the provisions of our Privacy Policy and any personal data collected and/or otherwise processed shall be processed in

accordance with the provisions of our Privacy policy and the GDPR and all applicable local legislations and regulations as amended from time to time.

11. Severability

If any provision in the Agreement and/or this Annex or its implementation towards any person or in any circumstances shall be invalid, illegal or unenforceable, the remainder of the Agreement and its implementation shall not be affected and will be enforceable in any manner allowed by law.

12. Adjustments to the Price of Financial Instruments Relating to Shares

If during the term between the purchasing and the expiration of any Financial Instrument relating to stock as the base asset, the stock has been split or reverse split, then the Financial Instrument price will be adjusted according to the adjustments made to the stock price in the relevant market where it is traded due to the aforesaid split or reverse split.

13. Communications and Delivery of Notices. Advertising Materials

1. Reports and any notice hereunder may be sent to the Client at the address indicated by the Client, or such other address notified by the Client in writing to the Company from time to time. All communications sent to the Client shall be deemed delivered, at the time of delivery if sent by email, fax, by hand delivery or notified through the Internet Trading Platform or within 2 (two) business days if posted by courier. Communications by the Client shall be deemed delivered only when actually received by the Company.
2. The Client's details provided or that will be provided by the Client during his activity on the Website may be processed by the Company for generating the Company's advertising content and promotional material that will be sent to the Client, unless the Client selects to uncheck the relevant consent box that would allow the Company to do so. Such removal can be done when:
    a. opening a Trading Account; or
    b. receiving advertising content.
3. Consent to receive such material may be recalled at any time by following the clearly defined procedure in our Privacy Policy.

14. Interpretation

For avoidance of doubt and unless noted otherwise, words in singular shown in the Agreement will refer to plural and vice versa; words in masculine gender will refer to feminine gender and vice versa; words referring to a person will refer to a corporation

and vice versa. The headlines in the Agreement will not be used as interpretation of the terms, but rather be used for convenience.

15. 1-Click Payments

1. The Client agrees to fund money/make payment for the Service(s) or other additional services ordered through the Website, as well as for any additional expenses (if necessary), including, but not limited to, all possible taxes, charges, etc. The Client takes full responsibility for timely funding the Trading Account. A payment service provider only facilitates a payment for the amount indicated by the Website, and it is not responsible for paying by user of the Website the aforementioned additional funds/expenses.
2. After clicking the “Pay” button, the transaction is irrevocably deemed to be processed and executed. After clicking the “Pay” button, the Client agrees that he will not be eligible to cancel the payment or request to cancel it. Also, by accepting these Terms & Conditions, the Client, as cardholder, confirms that the Client is entitled to use the Service(s) offered via the Website.
3. By starting to use the Service(s), the Client takes legal responsibility for not violating the legislation of any country where this Service is being used, and confirms that the payment service provider is not responsible for any such unlawful or unauthorized violation. By agreeing to use the Service(s), the Client understands and accepts that processing of any of Client’s payments is executed by the payment service provider, and there is no statutory right of revocation of already purchased Service(s) or any other opportunities to cancel the payment. If the Client wishes to refuse to use Service(s) for the next purchases of services/funding his/her Trading Account or other facilities on the Website, the Client could do that by using his/her Trading Account on the Website.
4. A payment service provider is not responsible for any failure to process the data related to the Client's payment card, or for the issuing bank’s refusal to provide authorization of the payment with the Client's payment card. A Payment service provider is not responsible for the quality, quantity, price, terms or conditions of Service(s) or other facilities offered to the Client or purchased by the Client's from the Website by using his/her payment card. When the Client pays for any of the Service(s)/funding Trading Account, the Client is primarily bound by the Website terms and conditions. Please note that only the Client, as the cardholder, is responsible for paying for services the Client has ordered through the Website/funding the Client's Trading Account and for any additional expenses/fees that can be applied to this payment. A Payment service provider acts only as the executor of the payment in the amount stated by the Website, and it is not responsible for pricing, total prices and/or total sums.
5. In case there is a situation when the Client does not agree with the aforementioned terms and conditions and/or other reasons, the Company asks the Client not to proceed with the payment, and, if necessary, contact directly the support of the Website.

ANNEX 2

CANCELLATION POLICY

1. If the Client is a private individual and does not meet face to face with the Company to conclude this Agreement, but instead the communication is done through a website, over the telephone, or by written correspondence (including e-mail), then the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended, applies the Client may be entitled to withdraw from and cancel this Agreement without needing a reason and without any cost (subject to the conditions included in the present Annex), depending on the types of Services he/she receives from the Company, and according to this Policy.
2. The Client can exercise the right to withdraw from and cancel this Agreement, within 14 days of its Commencement date ("Cancellation Timeframe"). The Client can exercise his/her right by sending to the Company the attached Withdrawal Notice (found in Annex 2.1. below) via email at compliance@iqoption.com or fax at +357 25 252 582
3. If the Client does not exercise his/her right to cancel the Agreement within the Cancellation Timeframe, the Agreement shall continue to bind both Parties subject to the present Agreement. Please note that irrespective of the Client exercising his/her right to cancel the Agreement within the Cancellation Timeframe, he/she still has the right to terminate the Agreement according to section 27A at any time. Moreover, irrespective of the Client exercising his/her cancellation right, he/she has the right to withdraw his money from the Trading Account at any time according to paragraph 11 and the Company's "Withdrawal Policy".
4. The right to cancel the Agreement **does not apply** to:
    - Foreign exchange services because the price of currencies depends on fluctuations in the financial market that are outside the Company's control, which may occur during the cancellation period;
    - Execution of Client Orders / Transactions in the Financial Instruments of Options and Contacts for Differences because the price of these Financial depends on fluctuations in the financial market of the Underlying Asset which may occur during the cancellation period;
    - Any agreement whose performance has been fully completed at the Client's request before giving the Cancellation Notice.

In the aforementioned cases listed in section 4 of this Annex, where the Client has no right to cancel the Agreement, the Client may terminate the Agreement

at any time, by providing to the Company the relevant notice, pursuant to section 27A “Termination of the Agreement”.

In addition, it should be noted that the Client will not be able to recover any loss suffered in his/her Trading Account and/or any fees paid during the performance of any of the services and/or Transactions and/or activities listed in the above section 4 of the present Annex. The Client will be entitled to withdraw any profit accumulated in his/her Trading Account subject to the provisions included in this Agreement and specifically, in section 6 “Client Warranties”, section 8 “Execution of orders”, section 12 “Deposits and withdrawals”, section 26 “Duration of Agreement and Amendment Thereof” and section 27 “Termination of the Agreement”.

5. When the Client exercises his/her right to withdraw from and cancel the Agreement, this shall have the effects of:
    - The Agreement being terminated from the Cancelation Notice being given to the Company.
    - The Client will not be able to enter into new Transactions with the Company, but he/she will be able to close any open Transactions placed already with the Company within the Cancellation Timeframe up to and including the point at which the Company received the Cancellation Notice.
    - Any ***open Transactions*** placed with the Company within the Cancellation Timeframe up to and including the point at which the Company received the Cancellation Notice cannot be canceled because the price of the Financial Instruments the Company offers is linked to fluctuations in the relevant Underlying Market, which the Company has no control of. Such open Transactions shall continue until closed by the Client or automatically closed on their expiry, according to the terms of the Agreement, which terms shall continue until the closure of the said Transactions.
    - Any ***Transactions placed and executed*** already within the Cancellation Timeframe cannot be canceled because the price of the Financial Instruments the Company offers is linked to fluctuations in the relevant Underlying Market, which we have no control of.
    - Any ***foreign exchange services provided*** already within the Cancellation Timeframe cannot be canceled because the price of currencies is linked to fluctuations in the relevant Underlying Market, which the Company has no control of and these constitute Services already rendered at the Client’s request.
    - The Company will repay to the Client any fees or other sums that he/she has paid under or in connection with the Agreement and shall return to the Client the available balance in his/her Trading Account, and shall do so as soon as possible. It is understood that third-party money transfer fees are not paid to the Company, so

these third-party money transfer fees need to be paid by the Client. The Company will notify you of these fees payable via your Trading Account.

The Client will be liable to pay the Company for any Transactions and Services rendered already within the Cancellation Timeframe, up to and including the point at which the Company received the Cancellation Notice. For any such Transaction already entered and Service rendered, the Company will notify the Client of the sum payable via the Trading Account. For the avoidance of any doubt, the sums payable shall be calculated and payable in accordance with “General Fees” on the Company’s Website.

ANNEX 2.1.

CANCELLATION NOTICE

(Fill in and send this Notice only if you wish to revoke / cancel the Agreement)

To: IQOption Europe Ltd

Leoforos Spyrou Kyprianou Street & Evgeniou Voulgareos, 82nd road, Number 2, Limassol, Kato Polemidia, 4153

CAO: Compliance Department

Email: compliance@iqoption.com

Fax: +357 25 252 582

I hereby revoke the Agreement between us. My Trading Account Number is……..

Sincerely,

[Client Name]

_____ _____

Signature Date