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

Quadcode Markets is the trade name of IQBROKER EUROPE LTD (formerly IQOption Europe Ltd). IQBroker Europe Ltd with Registration No. HE327751 and registered office at 82nd Street, No.4 4153 Kato Polemidia, 4153 Limassol, Cyprus (hereinafter referred to as the "Company"), is an investment firm with license no. 247/14 that is authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter referred to as the "CySEC" or "Commission").

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 2.2 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 domain name quadcodemarkets.com is owned and operated exclusively by the Company.

This Agreement is entered into by and between:

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 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.

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 at quadcodemarkets.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', 'General Fees Policy', 'Withdrawal Policy' and the '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 in specific countries, which contain information and disclosures to the Clients and prospective Clients in a foreign language.

The Client confirms that he/she has read, understood and accepted all information, conditions, and terms set out on the Company's website at quadcodemarkets.com (hereinafter referred to as the "Website"), including the 'Client Categorization', 'Complaints & Grievances Policy', 'Investor Compensation Fund', 'General Fees Policy', 'Withdrawal Policy' 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.

Prior or following the establishment of a business relationship, the Client consents, accepts and agrees that the Company's official language is the English language. The provision of any information, including Company Documents (as defined below), marketing material, any translated versions of this Agreement and/or any other communication, in a language other than the Company's official language version of such documentation shall not bind or commit the Company on any terms, conditions, or information contained therein. The English version of such documents represents the final understanding between the Client and the Company and, in the event of a dispute, the English version of the same shall at all times prevail.

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 type 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 the same 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 quadcodemarkets.com the Agreement, complete and send two signed copies of the Agreement to the Company, indicating the Client postal address and a countersigned copy will be sent back to specified address free of charge. This Agreement, upon execution and/or online acceptance, will be stored in a Durable Medium and be 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.
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.
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.
Contract For Difference or CFD:	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.
Corporate Action:	means any activity that brings material change to an organization and impacts its stakeholders. Examples of corporate actions include stock splits, dividend distributions, mergers and acquisitions, rights issues, Contingent Value Rights (CVRs), spinoffs, name or trading symbol changes, and liquidation.
Cross Margin:	means a margin methodology whereby all open positions within a trading account share the total available balance; therefore, unrealized profits from profitable positions may be used to support margin requirements for losing positions across the entire portfolio. In the event of a margin call, all positions may be subject to liquidation to meet margin requirements.

Cum-Date:	the last day on which Financial Instruments are traded, with the entitlement for the buyer to receive the benefit from Corporate Action. In most cases, it is the last trading day prior to the ex-date.
Cutoff Time:	the date and, where applicable, the time, when an action, previously notified to Clients, will be taken by the Company and as defined in section 8(11).
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 "at par" and the Client will recover the "premium", that is, the amount committed in the transaction.
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.
Eligible Counterparty:	a person fulfilling any of the criteria stipulated in points (1) – (3) of Section I of Annex II of MiFID II.
EMIR:	Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories.
Ex-Date:	the date on which a Financial Instrument starts trading without the benefit of a Corporate Action.
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.
FATCA:	means a United States federal law which full name is The Foreign Account Tax Compliance Act.
Financial Instruments:	means the Financial Instruments as per paragraph 2.2 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.
Initial margin:	the amount of funds needed for opening and maintaining a position with Leverage, excluding commission, transaction fees and any other related costs
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 CySEC Directive DI144-2007-15 of 2015.
Isolated Margin:	a margin methodology whereby each individual position is allocated a specific, separate margin amount that is isolated from other positions in the account. The margin assigned to each position is ring-fenced and cannot be used to support other positions. Under this system, if a position reaches its margin threshold, only that specific position will be subject to liquidation, while other positions remain unaffected. The maximum loss for any isolated position is limited to the margin allocated to that position. Margin is allocated as an investment amount, but can be extended in case the stop-loss level is set to a level that requires more margin than what was initially allocated for the position, or if a client uses the "position open" checkbox, which allows the position to stay open even if additional margin is needed.

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:	the Investment Services and Activities and Regulated Markets Law of 2017 (Law L. 87(I)/2017) as amended from time to time.
Manifest Error:	means an obvious error in the quotes on Financial Instruments provided to Clients, which causes them to substantially deviate from the prevailing market price for the underlying assets of such Financial Instruments and which has occurred as a result of a system or technical error on the side of the Company and/or any Market or liquidity provider or price feeder upon which the Company may rely for the sourcing of prices.
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.
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 Abuse:	the term includes insider dealing, unlawful disclosure of inside information and market manipulation. In the context of this Agreement, the term shall also include any unlawful practices where a Client attempts to create or creates an unfair advantage over the Company and/or others.
Market Maker:	means a company which provides BID and ASK prices for financial instruments.

Mark-Up / Mark-Down:	Mark-up is the amount or the percentage by which the input price is adjusted upwards to arrive at the ASK price, and Mark-down is the amount or the percentage by which the input price is adjusted downwards to arrive at the BID price. Mark-up / Mark-down is an implicit cost for the Client, and it is a form of notional commission.
MiFID II:	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
MTF or Multilateral Trading Facility:	means a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract.
Negative Balance Protection:	measures to ensure that a Retail Client's maximum losses from trading CFDs, including all related costs, are limited to the total funds related to trading CFDs that are in the Client's Trading Account.
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.
Order:	an instruction to buy or sell a Financial Instrument which is accepted by the Company for execution.
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.

Payment Date:	the day on which a declared benefit associated with a Corporate Action is scheduled to be paid to eligible investors.
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).
Professional Client:	means a Client meeting the criteria laid down in Annex II of MiFID II.
Record Date:	the cut-off date established by the issuer of Financial Instruments in order to determine which investors are eligible to receive the benefit from a Corporate Action.
Regulated Market:	means a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorized and functions regularly and in accordance with Title III of MiFID II
Retail Client:	means a Client who is not a Professional Client or an Eligible Counterparty under the meaning of MiFID II and the Law.
Services:	means the services provided by the Company under this Agreement as defined in section 2 to the Client through the Trading Platform.
Spread:	means the difference between the lower (Bid) and the higher (Ask) price of a given CFD. The implementation of Mark-Up and Mark-Down by the Company on the prices received from independent price feed providers has the effect of widening the spread.
Trading Account:	means a unique personified register (account) of all the transactions/ operations on the trading platform of the Company.

Trading Venue:	means a Regulated Market, an MTF or an OTF.
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.
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.
Username:	means the username chosen, at the request of the Company, by the user for accessing the Company's Trading Platform.
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, over and above the obligation to inform a Retail Client about any material difficulty relevant to the proper carrying out of Orders promptly upon becoming aware of the difficulty. 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.

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. 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, thus 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. CFDs on margin

On its Website, the Company is entitled to provide financial services on Contracts for Difference (CFD).

Clients may choose 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.

The Company provides Clients with two modes related to margin trading, the simple mode — isolated margin and the advanced mode — cross margin. Clients shall have the option to choose between isolated margin and cross margin according to their preference. Isolated margin allows Clients to allocate a specific amount for each trade without risking their entire balance, a function that allows Clients to have full control over the exact amount invested in each position. Cross margin allows Clients to use their available funds to re-finance losing positions when the margin call level is reached.

4. Communication with Clients

If you are an existing Client of quadcodemarkets.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.

5. General Provisions

In addition to the conditions set out in clause 3 of this Agreement, the Company shall 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 effected 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 EUR300 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, which information 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 buy out 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 Trading 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 and/or Buyout.

6. **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 CySEC to the following countries:

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

3. Application, Registration, and Verification

1. When registering for a trading account with the Company, Clients provide their personal data and verify 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 his/her account, the Client will be asked to provide further personal information pertaining to his/her economic profile, his/her 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 his/her 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 visible 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. 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.
8. 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.

9. The Client agrees to:
    a. Notify the Company of any changes to their personal and/or financial information by sending an email to kyc@quadcodemarkets.com.
    b. Notify the Company of any changes to their email or telephone number by sending an email to kyc@quadcodemarkets.com.
    c. Provide true and accurate data.
10. 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.
11. The Company may, at its discretion and depending on the amount deposited by 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 on 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 when 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.

4. Appropriateness

1. In accordance with our governing regulations, part of the information requested from Clients is used to assess the appropriateness of the services and Financial Instruments offered by the Company, based on the Client's or potential Client's knowledge and experience.
2. The information about the Client's knowledge and experience, as provided by the same, enables the Company to make a decision on the appropriateness of the envisaged services and Financial Instruments and thus Clients are prompted to provide complete and accurate information about their knowledge and experience to enable a proper assessment to be carried out. If the Client is identified as not having the correct level of knowledge/experience, the Company will inform the Client accordingly.
3. The Company shall assume that Professional Clients, including elective Professional Clients who have been categorized as such subject to a request by them and on the condition that they satisfied the eligibility criteria, have the necessary experience and knowledge in order to understand the risks involved and as such the envisaged services and Financial Instruments offered by the Company are appropriate for them.

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's categorization.
2. On the basis of the information available to the Company, the Company categorized the Client as a Retail Client and the Company will accord to the Client all rights and protections accorded to Retail Clients by the Law.

3. This categorization will apply to all of 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 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. if 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;

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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 a Trading account with the Company is to trade, on his/her own behalf, in any Financial Instruments and to receive the services offered by the Company. The Client warrants that should the reason for operating a Trading Account change, the same 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 7.1 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 Clause 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:
    a. the Company may record all telephone conversations between the Client and the Company's employees or representatives,
    b. 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,
    c. the Company may use such recordings or transcripts from such recordings as evidence towards any dispute, and
    d. 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 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 for notifying 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 accessed without authorization.

9. The Client acknowledges that the Company, at its own discretion, under certain market conditions and in particular where it has reached or surpassed internal exposure levels, 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 closed by the Company and shall provide no less than 5 (five) working days notice before proceeding with the closing of the position.
10. The Client agrees and understands that the availability of the CFD contracts it makes it available to its Clients for trading 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 Company reserves the right in its capacity as the manufacturer of the Financial Instruments that it makes available to its Clients for trading, in justified circumstances, at its absolute discretion, to suspend the trading of any Financial Instrument that is available for trading and also cancel any of the said Financial Instruments.

    The Company shall exercise this right in any of the following circumstances:

    (a) In the case of certain Corporate Actions affecting the underlying instruments of the Financial Instruments that it makes available to its Clients for Trading. Such Corporate Actions include, but are not limited to:

        (i) stock splits, including reverse splits,
        (ii) mergers and acquisitions,
        (iii) rights issues,
        (iv) Contingent Value Rights (CVRs),
        (v) bonus shares issues,
        (vi) scrip dividend distributions,
        (vii) spinoffs,
        (viii) name or trading symbol changes,
        (ix) liquidation.

        The Company maintains the right, immediately and without any prior notice, to suspend the trading of, close any and all relevant positions and terminate the affected Financial Instruments at the following Cutoff Times:

        - At the time the Corporate Action is announced.
        - Where applicable, on the “Cum Date”, that is, the working day before the underlying instrument is traded excluding the benefit of the Corporate Action (the “Ex Date”).
        - Where applicable, on the Record Date, that is, on the cut-off date established by the issuer of the underlying instrument in Order to determine which stakeholders are eligible to benefit from or subjected to, the Corporate Action.
        - the Payment Date, that is, on the date the value of the Corporate Action is paid.
        - any other date to be decided by the Company and notified to Clients.

(b) Immediately and without prior notice, where it is publicly available that a specific issuer of underlying assets of Financial Instruments the Company is making available to Clients for trading has filed and/or is in the process of filing for Chapter 11 under US bankruptcy law and/or an equivalent to Chapter 11 action related to bankruptcy and/or bankruptcy law under any national legislation/regulations.

(c) Immediately and without prior notice when the trading conditions of the underlying assets of the Financial Instruments the Company is making available to Clients for trading on the Trading Venues where the said underlying assets are traded become erratic or irregular. Trading conditions are erratic or irregular, indicatively when:
   - There are frequent interruptions to the trading process
   - Trading is suspended frequently and/or for long periods of time
   - There is extreme volatility
   - There is low liquidity and trading interest

(d) Immediately and without prior notice, when it is reasonably assessed by the Company that the features of the affected Financial Instruments do not match the characteristics of the designated target market.

(e) When there is no sufficient interest on the part of the Company's Clients for particular Financial Instruments or when the Company is having difficulty in hedging the positions acquired as a result of Clients trading the said Financial Instruments. In such cases, reasonable notice will be given to Clients.

Any decision by the Company to suspend the trading of any Financial Instrument that it makes available to Clients for trading and/or to cancel such Financial Instruments will be notified to Clients before the Cutoff Time, where applicable. The timing of such notifications will depend on the particular circumstances of the events that have led to the decision of the Company to suspend the trading of and/or cancel the affected Financial Instruments and in certain cases, the notice period may be short or due for immediate execution.

Any such notification shall specify as a minimum the Cutoff Time, the decision of the Company to suspend the trading of and/or the cancellation of the affected Financial Instruments and the reasons for it and that any Client positions in the affected Financial Instruments will be closed by the Company at the last available price on the Trading Platform prior to or at the Cutoff Time, as the case may be.

The Company shall not be held liable for any losses incurred by Clients in relation to the aforesaid closure of the position(s) and/or the suspension of the trading and/or the cancellation of the affected Financial Instruments.

12. The payment of cash dividend by the issuer of stocks that form the underlying asset for Financial Instruments that are made available by the Company to Clients for trading and the payment of coupon by the issuer of bonds and debentures that form the underlying asset of such Financial Instruments has the effect of intrinsically reducing the price of such stocks and bonds by an amount that is proportionate to the actual value of the cash dividend or coupon to be distributed. The adjustment in the price of the underlying assets occurs on the Ex-Date, that is, the date on which the affected underlying assets are traded without the benefit of the declared dividend or coupon payment. In addition, the following shall be applicable at all times:
    a. Clients who hold positions in CFDs are not entitled to any cash dividend distributions or coupon payments, since such Financial Instruments are derivative Financial Instruments that do not result in any holding or ownership of the underlying assets. Notwithstanding this, Clients who have open positions in CFDs are affected, negatively in the case of Clients who hold long positions and positively in the case of Clients who hold short positions on the affected Financial Instruments by the downward adjustment of the price of the underlying assets that occurs on the Ex-Date.
    b. In the case of Clients who hold a long position on any of the affected Financial Instruments on the Ex-Date, the Company shall, by the Payment Date, credit the account of such Clients by an amount equal to the notional amount of dividend or coupon that corresponds to the number of underlying assets corresponding to the position of the Client in Financial Instruments, adjusted by deducting, where relevant, any amount of tax payable by the Company on dividend or coupon income. Any such amounts credited to the account of Clients will appear in the Statement of Account of affected Clients under the Swaps / Dividends section.
    c. In the case of Clients who hold a short position on any of the affected Financial Instruments on the Ex-Date, the Company shall, by the Payment Date, debit (charge) the account of such Clients by an amount equal to the notional amount of dividend or coupon that

corresponds to the number of underlying assets corresponding to the absolute value of the position of the Client in Financial Instruments, adjusted by deducting, where relevant, any amount of tax payable by the Company on dividend or coupon income. Any such amounts debited to the account of Clients will appear in the Statement of Account of affected Clients under the Swaps / Dividends section.

Any delay on the part of the Company, for any reason, to charge the Client for the amount of notional dividend or notional coupon shall not negate or invalidate the obligation of the Client to pay the Company for such amounts.

Clients who have short positions or which intent to create short positions in Financial Instruments the underlying assets of which are due to pay dividend or coupon are obliged to maintain sufficient amounts of funds in their account to be able to make the payment to the Company of the notional amount of Dividend or Coupon when due. The Company reserves the right to refuse the execution of any instructions by the Client for the withdrawal of funds from the Client's Trading Account, either totally or partially, when an obligation of the Client to pay to the Company the notional amount of dividend or coupon that accrues to any short positions the Client has in Financial Instruments the underlying assets of which are due to pay cash dividend or coupon is imminently due.

Notwithstanding any obligation of Clients to maintain sufficient money balances in their account, the Company reserves the right, at any point of time after the announcement of the payment of dividend or coupon, or from a period of up to one (1) month prior to the Ex-Date when the coupon Record Date is scheduled and known in advance, as the case may be, in the case of Clients who have or create a short position on any Financial Instruments the underlying assets of which are due to pay dividend or coupon, to block an amount of money equal to the notional amount of dividend or coupon that corresponds to the positions of such Clients. The amount blocked will be adjusted, whenever relevant, based on the position of such Clients at the close of the relevant trading session.

Whenever the balance of money in the Client's account is less than the amount of money that needs to be blocked, the Company shall take the following actions:

i. Inform the Client accordingly that the balance in his account needs to be increased if the Client is to maintain his short position(s) at that level

If the Client does not respond or does not take any action to bring the balance in line with his short position(s), the Company may, at its absolute discretion, take any of the following actions:

i. liquidate, wholly or partially, any long positions of the Client, at its absolute discretion, to bring the balance to at least the required level.
ii. Void the transactions that have created the short positions, by annulling the positions and reversing any credits or debits to the Clients' account from the said transactions.

Notwithstanding whether the Company exercises its right to block Clients' funds as per the previous paragraphs, when the obligation to pay the amount of notional dividend or coupon to the Company vests on the Ex Date, Clients shall have sufficient balance of money in their account to cover for the charge. The Company shall have the right to set off such payable amount and therefore shall charge the Client for the amount of notional dividend or notional coupon and if the balance in the Client's account is not sufficient, the Client will have a negative balance and be in debt to the Company for the same amount, since the negative balance protection accorded to Retail Clients does not apply in such cases.

Affected Clients will be called to pay their debt to the Company and a timeframe will be set for the settlement of the said debt. If the set timeframe lapses and the debt to the Company is not settled, the Company will:

i. Make recourse to clause 27B of the Agreement and terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) without giving prior notice or
ii. In case the Client does not have any long positions, the Company will void the transactions that have created the Client's short position(s) and reverse any related monetary credits or debits made to the Client's account.

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If the measures of paragraphs (iv) and (v) hereabove do not suffice, the Company reserves the right to take legal action against the Client for the recovery of any amounts due to it.

13. In case a Manifest Error has occurred, the Company may refuse the execution of any Orders on the affected Financial Instruments. In the case of Orders executed on terms affected by a Manifest Error, the Company reserves the right, without the need for the Client's consent and without prior notice, to void any transaction affected by the Manifest Error.

    In the absence of fraud, willful default or negligence from the part of the Company, the Company shall not be liable to affected Clients for any loss following off-market prices and / or a Manifest Error, including cases where the error lies with any Market, liquidity provider and / or price feeder upon which the Company places reliance.

    The Company may, for the reasonable period of time needed to void transactions affected by the Manifest Error and to adjust accordingly the balance of available funds in the Client's account, either limit the amount of funds that can be withdrawn by the Client to the amount of cleared funds not affected by the Manifest Error or to suspend temporarily the right of the Client to withdraw funds from his Trading Account. Where possible, the Company shall inform the client the soonest possible of any actions to be taken affecting the client's account.

    If a Client has already withdrawn the proceeds from a transaction that was done in Manifest Error or affected by such an error, the Client shall return immediately the proceeds of the transaction to the Company or otherwise make an equal amount of money available to the Company for the repayment of the obligation due.

14. (i) If Clients execute transactions falling within the definition of Market Abuse or execute trading strategies in bad faith, including acting in any other way to abuse and/or gain any unfair advantages over the Company or any other Clients when using the Trading Platform or the Company's Services, the Company shall consider this as improper or abusive behavior.

(ii) Should the Company determine, at its sole discretion and in good faith, that Clients are taking advantage, benefitting, attempting to take advantage of the terms and conditions of this Agreement and any of the protections accorded to Retail Clients or that they are committing any other improper or abusive trading, including but not limited to:

a. fraud/illegal actions in any transactions, whether executed in their name and account or otherwise;
b. use of an automated data entry system, mass data entry system, any electronic devices, robots, high-speed trading system, or any kind of software or program, or automated software algorithms which might manipulate or otherwise abuse our Trading Platform or give Clients an unfair advantage versus the Company or other Clients;
c. Orders placed based on manipulated prices
d. arbitrage trading on prices posted through our Trading Platform due to systems errors or any other arbitrage practices (including but not limited to latency abuse), price manipulation or time manipulation, including but not limited to that which aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer price;
e. acting on the Client's own or in concert with other Clients and/or other third parties in order to take advantage of systems and make a profit by exploiting the protections accorded to Retail Clients, such as the Negative Balance Protection, and/or certain features of the Trading Platform, such as the "Stop-loss Order", as well as any other action(s), including those coordinated between different Clients and/or acting in concert with other parties aimed at making profit by abusing the Trading Platform and the Company's Services.
   Such practices shall include, but are not limited to "mirror transactions", that is the practice of opening a long position and a short position in relation to the same Financial Instrument, opened with insignificant time difference and/or difference in prices on either the same device and/or on multiple devices from one and the same IP-address but with the use of different Accounts (created in the name of different persons), with the aim of making a profit on the profitable positions (either the long or the short position) and forfeiting the loss on the loss-making position by exploiting the Negative Balance Protection accorded to Retail Clients;

f. Orders placed with the use of inside information (i.e., abusive exploitation of privileged confidential information, the misuse of information or insiders trading Financial Instruments that have as underlying asset shares of their own companies);
g. any other unfair, abusive, manipulative, or illegal way of using the Company's Services or Trading Platform or the use of any device, software, program, algorithm or any trading strategy that aims to manipulate or take unfair advantage of the Company's Trading Platform or Services,

then the Company will have the right to:

i. Impose special conditions prior to any events, such as earnings announcements, that might facilitate or enable any of the abusive practices of paragraphs (a) to (g) here above. Such special conditions include but are not limited to increasing the minimum initial margin required to open a position, restricting the opening of new positions or restricting the opening of short positions on certain Financial Instruments.
The Company shall notify Clients in advance about the imposition of any special conditions. The Company shall have the right, at its absolute discretion, in view of being fair to Clients who do not engage in abusive practices, to impose special conditions only in the case of particular Clients instead of all Clients where it has valid grounds to believe that the affected Clients may be acting in concert, and they might have engaged in or attempted to engage in abusive practices in the past.
ii. Suspend Clients' Trading Accounts including freezing of funds and deprive them of and retrieve any profits obtained, in the opinion of the Company, from improper or abusive trading practices. If a Client has already withdrawn the proceeds from a transaction that was improper and/or abusive, the Client shall be considered as holding such money in trust and for the benefit of the Company and therefore shall return immediately the proceeds of the transaction to the Company or otherwise make an equal amount of money available to the Company for the repayment of the obligation due; and/or

iii. reject an Order or to cancel a trade when any of the conditions of paragraphs (a) to (g) here above pertain; and/or
iv. refuse to execute, in full or partially, any instructions by affected Clients for the withdrawal of funds from their Trading Accounts.
v. immediately terminate the trading relationship, as per clause 27B of the 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 it 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 acknowledges that it is his/her responsibility to ensure that no other third party, including, without limitation, any next of kin and/or members of his immediate family, shall gain access to and/or trade through the Trading Account assigned to him/her.

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 becomes aware of or 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 was received by the same;
   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 terminate 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 account remains inactive for a period of 90 consecutive days ('Inactive Account'), the account will be charged with a monthly maintenance fee of EUR10 (ten Euro) or the equivalent amount in another currency on the day of deduction of the fee) on the unused credit balance. The Client account is considered to be inactive if the Client did not perform any financial activity (i.e. trading on the real (not demo) account or depositing money) 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), as per clause 8(14);
   b. If the execution of the Order constitutes or may constitute abusive exploitation of confidential information (insider trading), as per clause 8(14);

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/her 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, and the Company shall not be held liable for any loss incurred by the Client or for any opportunity loss as a result of the Company's refusal to execute a Client's Order.
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.
4. The Company shall not be liable for any loss incurred by the Client or the loss of opportunity as a result of the Company's refusal to execute any of the Client's Orders for any of the reasons referenced in paragraph (1) hereabove or for any other justified reason.

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 accounts designated as Client 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 Clause 11(1) may be held with the funds of other Clients in a pooled (omnibus) 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. The Client should avoid withdrawing any funds not used for margin covering when the Client is aware or should have been aware that there will be obligations to the Company falling due, for example, when the Client has a short position in Financial Instruments the underlying assets of which are shares due to pay dividends, or as part of any of the abusive strategies or practices of Clause 8(14)(e) here above.
6. In the absence of any of the conditions of the third sub-paragraph of Clause 8(13) pertaining, 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 transaction 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.
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 a financial institution where Client money is held.

14. For the purposes of safeguarding Client money, according to regulation, the Company will:
    a. retain accurate corresponding records distinguishing the Client money from its own as well as that of other Clients.
    b. conduct on a regular basis reconciliation between its internal accounts and records and those of any third parties by whom those funds are held.
    c. keep all Client money segregated from its own funds.
    d. not use Client money for its own business purposes.
    e. ensure that Client money deposited into financial institutions is segregated from its own money in clearly identified accounts (Clause 11(1)).
15. 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 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.
16. The financial institution, to which we will place 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/her 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 a Client, and the Company reserves the right to cancel a Client's withdrawal request where such withdrawal request is not valid or when it has valid grounds to believe that such a request is part of any of the abusive practices of Clause 8(14)(i). The Company may also refuse to execute a withdrawal request, either in full or partially, when the conditions of the third sub-paragraph of Clause 8(13) or Clause 8(12) pertain, where the Client is due to pay to the Company the notional amount of dividend or coupon that accrues to any short positions the Client has in Financial Instruments the underlying assets of which are due to pay cash dividend or coupon.

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.

Spain applies restrictions in the use of credit cards for depositing funds in Trading Accounts. More information about jurisdictional restrictions that may apply from time to time for the use of credit cards can be found in the Company's Deposit and Withdrawal Policy.

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 as 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.

Spain applies restrictions in the use of credit cards for depositing funds in Trading Accounts. More information about jurisdictional restrictions that may apply from time to time for the use of credit cards can be found in the Company's Deposit and Withdrawal Policy.

13. Title of Ownership

The Financial Instruments purchased by the Client or by the Company on behalf of the Client 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, unless they fall under a class of OTC derivatives that has been declared subject to the clearing obligation of Article 4 of EMIR, will be deposited for safekeeping and custody with the Company, and it shall be the Company performing the valuation of such Financial Instruments, including the valuation of margin required to maintain such positions.
2. Due to the bespoke nature of the Financial Instruments that the Company makes available to Clients for trading, it may not be possible to transfer any positions in Financial Instruments to any third party/custodian. In such cases, the positions will have to be closed, and the Client will be able to transfer the proceeds from such positions. It is also not possible, due to the bespoke nature of CFDs and FXOptions, to receive for safekeeping and custody any such instruments the Client keeps under the safekeeping and custody of any third party.
3. In the event of the death of a Client, once the Company confirms the identity of the Client's heirs and their lawful right to the estate of the deceased Client, it shall liquidate any positions the deceased Client had in his / her Trading Account and distribute the proceeds, net of any amounts owed to the Company, to the Client's heirs.
4. The Company will, when it is under an obligation to report transactions under Article 9 of EMIR, report or cause the reporting of such transactions and/or positions held under its safekeeping and custody or the termination of such positions on behalf of its Clients to a trade repository of its choice.
5. The Company shall act with diligence and care in the selection and appointment of a central counterparty for any of the Financial Instruments of Clause 14(1) that are under the clearing obligation of Article 4 of EMIR. 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 central counterparty, unless such loss is the result of gross negligence or fraud by the Company in the appointment or monitoring of the central counterparty.

15. Settlement of Transactions

1. The Company shall proceed to the settlement of all transactions upon execution of such transactions.
2. An online statement of Account will be available to Clients on the Trading Platform of the Company, at all times. The statement of Account can be printed or downloaded.

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 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 for the satisfaction of any obligations to the Company, current or future, when the Client is aware or should have been aware of such future obligations and to have under the Company's safekeeping and custody any Financial Instruments the Client requires from the Company to sell. 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 arrange for the acquisition of the Financial Instruments it has sold or ordered the sale of (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 a 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. The Company will use foreign exchange rates that prevail at the time for the conversion to currencies other than 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

QuadCode Markets is the trade name of IQBroker Europe Ltd (formerly IQOption Europe Ltd). IQBroker Europe Ltd is authorised and regulated by the Cyprus Securities and Exchange Commission (license no. 247/14).

1. The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is in the form of a single, predetermined fixed amount payment made to the person / entity introducing the Client, once the Client completes the onboarding process. The fee/commission is paid out of the Company's own funds. Further details about the fee/commission scheme for business introducers, referring agents, or other third parties can be found 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 be closed.

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. The Company will inform a Retail Client, through the Trading Platform or otherwise, about any material difficulty relevant to the proper carrying out of Orders promptly upon becoming aware of the difficulty.
5. The Client may object in writing to 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. 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 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 the information that is posted on the Company's website about the 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 Trading 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 Trading Platform enables you to choose between the default mode or the One-Click Trading mode 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 button depending on the particular Order type selected and your trading intentions. When 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 the Buy/Call or Sell/Put button.

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 button, 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 the Company 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 Clause 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 CySEC and/or other competent relevant 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. Clients 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 his/her 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 Clause 27(A) below.

27. Termination of the Agreement

A. Each Party shall be entitled to terminate this Agreement at any time by giving to the other Party 15 (fifteen) days' written notice. During the 15 days 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 incapacity 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 two (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 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 accessed without authorization.
13. In case any of the conditions of Clause 8(12) that call for the immediate termination of the Agreement pertain.
14. Where the Company identifies that the Client is involved in any of the improper or abusive behavior of Clause 8(14).
15. 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 did not 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 Clause 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, 9-15 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, 9-15 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(B)(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.

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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 as well as 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 if 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: 82nd Street, No.4, 4153 Kato Polemidia, Limassol, Cyprus. Telephone:(+357) 25 825808 Fax: (+357) 25 335164. E-mail: support@quadcodemarkets.com.
2. The official language of communication of the Company is the English language. For the ease and convenience of Clients, the Company employs staff who are able to speak, in certain cases, 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. In case of a conflict between the text in the English language and the same text in any other language, the text in the English language shall prevail. 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@quadcodemarkets.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. Any negligence to act, 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 notwithstanding the right of the Company, as per Clause 8(14)(g)(i), to impose special conditions prior to any events in the case of particular Clients in case any of the conditions of the said clause pertain.

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 holder's identity.

2. Risks

1. The value of the financial instruments offered by the Company may increase or decrease. The Client acknowledges that he/she fully understands 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 positions open.
2. CFD Trading does not give you any right to the underlying asset of the Transaction. This means that you do not have any interest in, or the right to purchase, any underlying shares , bonds, commodities, currencies or any other asset that forms the underlying asset in relation to Financial Instruments

that the Company makes available to Clients for trading because such Financial Instruments represent a notional value only.

3. Risks associated with trading CFDs on cryptocurrencies: There is no specific EU regulatory framework in place governing the trading in virtual currencies, and trading CFDs and other Financial Instruments on 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 and consequently, so do the prices of Financial Instruments that have virtual currencies as the underlying asset; as such, they entail the risk of losing the entire invested capital. Trading CFDs or other Financial Instruments where the underlying assets are cryptocurrencies may result in significant loss over a short period of time. Clients should not trade CFDs or other Financial Instruments on virtual currencies in case they do not have the necessary knowledge and expertise in these products. When trading CFDs or other Financial Instruments in virtual currencies, Clients have no right to report to the Cyprus Financial Ombudsman in case of a dispute with the Company.
4. The Client acknowledges that he/she 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 error-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 Clause 32 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 Platform.

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. The Client is in breach of any of his obligations according to the terms and conditions and/or the Agreement;
    b. The Client becomes insolvent or bankrupt or in the procedure of bankruptcy, reorganization, insolvency or any equivalent procedure.

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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

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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's 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. Whilst a 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 a Client requests multiple withdrawals to be completed and subsequently requests to carry out multiple stop withdrawals, the Client shall cancel the previously requested withdrawal request(s) and only then proceed to submit the remaining requests.
6. In case a Client’s requests to withdraw funds from the Trading Account or any actions necessary from the part of the Client to receive the funds remain incomplete 5 (five) days after the request, the Company will 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 any graph displayed on the Trading Platform.
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 are 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. IQBROKER (in word or stylized forms) has been registered internationally.
4. The use of the word IQBROKER and/or any trade name 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. The 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.
6. The Company is not running any affiliate programme in Spain, Portugal and Poland.

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 underlying asset, if the stock price is adjusted due to any reason other than the reasons referenced in Clause 8(11) and Clause 8(12), the Financial Instrument price will be adjusted according to the adjustments made to the stock price in the relevant market where it is traded.

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 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 of the Client's consent 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/she 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 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 natural person 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 to compliance@quadcodemarkets.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 Clause 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 Clause 12 and the Company's "Deposits and Withdrawals 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 by the Cancellation 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 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: IQBroker Europe Ltd

82nd road, 4 Kato Polemidia, 4153, Limassol, Cyprus

CAO: Compliance Department

Email: compliance@quadcodemarkets.com

Fax: +357 25 252 582

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

Sincerely,

[Client Name]

_____ _____

Signature Date

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