## **CLIENT AGREEMENT**

(Terms and Conditions)

**November 2025** 

#### 1. Introduction

- 1.1 This Client Agreement (the "Agreement") is entered into between In2Markets Ltd. (the "Company", "In2Markets" or "us"), a Cyprus Investment Firm (CIF) regulated by the Cyprus Securities and Exchange Commission (CySEC), and the Client (referred to as "you" or "your"). The Company is incorporated in the Republic of Cyprus under registration number HE 333743 and holds CIF license number 263/14. Its registered office is located at Democratias 12, Shop 2, 8028, Paphos, Cyprus.
- 1.2 The Company is authorized by CySEC to provide specific investment and ancillary services in accordance with the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017 (Law 87(I)/2017), as amended or replaced from time to time (the "Law").
- 1.3 This Agreement, together with its Appendix 1 and the policies made available to the Client on the Company's Website including the Order Execution Policy, Risk Disclosure Policy, Client Categorization Policy, Investor Compensation Fund Policy, Conflicts of Interest Policy, and Complaints Handling Policy collectively set out the terms under which the Company provides services. These documents contain essential information the Company is obliged to disclose as a licensed CIF. By applying for our services, you acknowledge that you have read, understood, and agreed to these terms and policies, including the Risk Acknowledgement and Disclosure and Privacy Policy.
- 1.4 The business name In2Markets Ltd. and the domain <a href="www.In2Markets.com">www.In2Markets.com</a>, as registered on the CySEC portal, are the property of the Company.

- 1.5 If you are a private individual and this Agreement is concluded without a face-to-face meeting then the provisions of the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended, apply. In such cases, the Company will provide all relevant documentation by email, and you may request these to be sent by post.
- 1.6 Under the law, you may have the right to withdraw from this Agreement without reason and without incurring any cost, as outlined in section 20 below.
- 1.7 This Agreement supersedes any prior agreements, arrangements, or representations whether oral or written made by the Company or its affiliates, including any Introducers.
- 1.8 This Agreement is binding upon and shall inure to the benefit of both parties and their permitted successors and assigns.
- 1.9 The Company acts as an intermediary in the execution of Client orders and does not operate as a market maker. All Client orders are transmitted to external liquidity providers or execution venues for execution using straight-through processing or similar mechanisms. The Company does not act as the counterparty to Client trades and does not assume market risk. To ensure fair and transparent execution, the Company applies a prudent risk management framework. Due to market conditions, the execution price may differ from the initially quoted price, resulting in either positive or negative slippage. Symmetrical slippage is applied consistently to all retail Client orders.

The Company's revenue model is based solely on:

(a) commission fees charged for trade execution, which are structured competitively to

balance affordability for Clients and sustainability for the Company; and

(b) interest income derived from Client funds held in brokerage accounts, in accordance with applicable regulatory standards for the protection and segregation of Client assets.

The Company does not generate revenue through bid/ask spreads or proprietary trading activities and does not engage in market making.

To meet its best execution obligations, the Company selects execution venues and liquidity providers based on a range of factors, including pricing, speed, reliability, and overall execution quality. Although the Company does not create its own pricing, it ensures that the third-party prices offered to Clients reflect prevailing market conditions, using external market data and internal monitoring mechanisms in accordance with Article 27 of Directive 2014/65/EU (MiFID II), where applicable.

### 2. Interpretation of Terms

### 2.1 In this Agreement:

"Abnormal Market Conditions" shall mean exceptional market situations including but not limited to: suspension or closure of an exchange; extreme market volatility; errors or disruptions in third-party data feeds; or regulatory restrictions affecting the Company's ability to offer its services.

"Abusive Trading" shall mean any trading activity that manipulates or distorts the market or abuses the Company's systems or pricing, including but not limited to scalping, pip hunting, arbitrage, use of unauthorized automated systems, or placing contradictory positions across multiple accounts. See also sections 14 and 15.

"Access Data" shall mean the Client's login credentials, including the username, password, telephone password, and any other access codes provided by the Company.

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

"Agreement" shall mean this Client Agreement, including all Appendices and any related documents such as: Risk Disclosure Policy, Order Execution Policy, Client Categorization Policy, Conflict of Interest Policy, Investor Compensation Fund Policy, Complaints Handling Policy, and any amendments thereto.

"Applicable Regulations" shall mean all applicable laws, directives, regulations, circulars, and guidance issued by CySEC or any other relevant authority in Cyprus or the European Union.

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

"Balance" shall mean the net amount in the Client's Trading Account after the last completed transaction and any deposits or withdrawals.

"Base Currency" shall mean the first currency in a Currency Pair against which the value of the second currency (Quote Currency) is expressed.

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

"Business Day" shall mean any day other than Saturday, Sunday, 25 December, 1 January, or official public holidays in Cyprus.

"Client Account" shall mean the Client's personalized trading account on the Client Area, which records all trading activity, balances, positions, and orders.

"Client Area" shall mean the electronic system provided by the Company for trading CFDs.

"Closed Position" shall mean an open position that has been terminated by an opposing transaction.

"Completed Transaction" shall mean two opposing CFD transactions of the same size — opening and closing a position.

"Contract for Differences (CFD) " shall mean a Financial Instrument that allows Clients to speculate on the price movements of an Underlying Asset without owning the asset itself.

"Currency of the Client Account" shall mean the currency that the Client Account is denominated in, which may be Euro and US Dollar, or any other currency as offered by the Company from time to time.

"Currency Pair" shall mean two currencies traded in relation to one another, consisting of a Base Currency and a Quote Currency.

"CySEC" shall mean the Cyprus Securities and Exchange Commission.

"CySEC Rules" shall mean all applicable laws, directives, circulars, and regulatory guidance issued by CySEC.

"Difference" shall mean the difference in price upon the opening of a Transaction and the closing of such Transaction. "Equity" shall mean the Balance plus or minus any unrealized profit or loss from open positions.

"Event of Default" shall have the meaning set out in section 15 of this Agreement.

"Financial Instrument" shall mean those instruments defined in the Law and authorized under the Company's CIF license.

"Floating Profit/Loss" shall mean the current unrealized profit or loss on open positions based on the latest market prices, adjusted for applicable fees.

"Force Majeure Event" shall have the meaning set out in section 28 of this Agreement.

"Free Margin" shall mean the amount of funds available for opening new positions or maintaining existing ones, calculated as Equity less Necessary Margin.

"Initial Margin" shall mean the margin required to open a position.

"Insider Dealing" shall have the meaning given in Regulation (EU) No 596/2014 on market abuse.

"Investment Services" shall mean the services the Company is authorized to provide under its CIF license, including reception and transmission of orders, execution of orders, and portfolio management.

"Know Your Customer (KYC)" refers to the procedures implemented by the Company to verify the Client's identity, address, and source of funds, in accordance with applicable anti-money laundering and counter-terrorism financing regulations. Includes initial checks and ongoing updates.

"Leverage" shall mean the ratio between the notional value of a position and the initial margin

required to open such a position. For example, a leverage of 1:50 means that, for every one unit of currency deposited as margin, the Client can open a position with a notional value of fifty units.

"Long Position" shall mean a buy position that benefits from an increase in the price of the Underlying Asset.

"Lot" shall mean a standard unit size of a CFD position, as specified in the Product Specifications.

"Lot Size" shall mean the volume of the Underlying Asset represented by one Lot.

"Margin" shall mean the amount of funds required to open or maintain a position.

"Margin Call" shall mean a situation in which the Client's available funds are insufficient to maintain open positions and additional funds are required.

"Margin Level" shall mean the percentage ratio of Equity to Necessary Margin.

"Market Manipulation" shall have the meaning given in Regulation (EU) No 596/2014 on market abuse.

"Matched Positions" shall mean equal and opposite positions opened in the same CFD instrument.

"Necessary Margin" shall mean the minimum required margin to maintain an open position.

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

"Open Position" shall mean any position that has not been closed.

"Order" shall mean an instruction to open or close a position in a CFD.

"Parties" shall mean the Company and the Client.

"Politically Exposed Person (PEP)" shall mean a natural person entrusted with prominent public functions, their immediate relatives, and known close associates, as defined by applicable AML legislation.

"Product Specifications" shall mean the trading terms and conditions applicable to each CFD, including spreads, lot sizes, leverage, margin requirements, swaps, and minimum order levels.

"Professional Client" shall mean a Client classified as such under CySEC Rules (see "Client Categorization Policy").

"Prohibited Action" shall refer to activities that violate the terms of this Agreement, as set out in sections 11, 14, 15.

"Quote" shall mean the current price information of a CFD, consisting of the Bid and Ask prices.

"Quote Currency" shall mean the second currency in a Currency Pair, which is quoted against the Base Currency.

"Retail Client" shall mean a Client classified as such under CySEC Rules (see Client Categorization Policy).

"Services" shall mean the investment and ancillary services offered by the Company to the Client under this Agreement (see section 6).

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

"Slippage" shall mean the difference between the expected price of a transaction and the price at which it is executed due to market volatility or liquidity.

"Spread" shall mean the difference between the Ask and Bid prices of a CFD at a given moment.

"Swap or Rollover" shall mean the interest added to or deducted from a position held open overnight.

"Swap-Free Trading Account" shall mean an account type where no swaps or rollover interest is charged, as described in Appendix 1.

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

"Transaction" shall mean any CFD or Physical Share transaction arranged for execution on behalf of the Client under this Agreement.

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

"Underlying Asset" shall mean the financial reference for a CFD, such as a currency pair, index, commodity, or other instruments listed by the Company.

"Underlying Market" shall mean the regulated market where the Underlying Asset is traded.

"Website" shall mean the Company's official Website at www.In2Markets.com.

"Written Notice" shall have the meaning set out in paragraphs 24.3 and 24.4 of this Agreement.

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

## 3. Application and Commencement

3.1 Upon submission of the Account Opening Application Form and all required identification documents, the Company will conduct its internal verification procedures in accordance with its regulatory obligations. Following completion of these checks, including but not limited to antimoney laundering controls and, where applicable, appropriateness or suitability assessments, the Company shall notify the applicant whether they have been accepted as a Client. The Company is under no obligation – and may be restricted under Applicable Regulations – to accept any applicant until all required documentation has been received in full, duly completed, and verified. The Company also reserves the right to apply enhanced due diligence measures for Clients residing in certain jurisdictions, in line with its Client acceptance policy.



3.2 This Agreement shall enter into force and become effective upon the Client's receipt of a confirmation notice from the Company stating that they have been accepted as a Client or that an Account has been opened in their name.

#### 4. Client Categorisation

4.1 In accordance with Applicable Regulations, the Company is required to categorize each Client as a Retail Client, Professional Client, or Eligible Counterparty. The categorization is based on the information provided by the Client in the Account Opening Application Form and is carried out in accordance with the methodology described in the Company's "Client Categorisation Policy." By entering into this Agreement, the Client acknowledges and accepts the application of such categorization method. The Company will inform the Client of their assigned category and the level of regulatory protection it entails. The Client has the right to request a different categorization.

4.2 The Client acknowledges that, for the purposes of categorization and provision of services, the Company will rely on the accuracy and completeness of the information submitted in the Account Opening Application Form. The Client is solely responsible for promptly notifying the Company in writing of any changes to this information.

4.3 The Client acknowledges that the Company reserves the right, subject to Applicable Regulations, to review and, where appropriate, change the Client's categorization. The Client will be informed in advance of any such change, including the reasons for it and the effective date. Unless the Client notifies the Company in writing prior to the effective date that they object to the change and

wish to terminate this Agreement, the change shall be deemed accepted.

#### 5. Assessment

- 5.1 When providing the services of Reception and Transmission of Orders and Execution of Client Orders on the Client's behalf, the Company is required under Applicable Regulations to obtain information from the Client or potential Client regarding their knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered. This is necessary to assess whether such service or Financial Instrument is appropriate for the Client.
- 5.2 It is in the Client's own interest to provide accurate, complete, and up-to-date information during the assessment process to allow the Company to make a proper appropriateness evaluation regarding the products and services offered.
- 5.3 Where the Client chooses not to provide the required information on their knowledge and experience, or provides insufficient information, the Company will be unable to assess whether the proposed service or Financial Instrument is appropriate. In such cases, the Company is not obliged to prevent the Client from proceeding but will warn the Client that no appropriateness assessment has been made. The Company shall rely on the accuracy and completeness of the information provided and shall not be held liable for any loss or damage arising from incomplete, inaccurate, or outdated information, unless the Client has duly informed the Company of such changes.
- 5.4 As the Company provides only executiononly and non-advised services, all investment

decisions are made solely at the Client's discretion and risk. The Company does not provide personal recommendations or investment advice regarding specific transactions or Financial Instruments.

#### 6. Services

6.1 Trading with the Company involves the provision of the following investment and ancillary services from the Company to the Client with respect to CFDs, subject to the Client's obligations under the Agreement being fulfilled:

The Company is authorised to provide the following Investment Services:

- (a) reception and transmission of orders in relation to one or more financial instruments;
- (b) execution of orders on behalf of Clients;
- (c) Portfolio Management.

The following Ancillary Services are also provided:

- (a) safekeeping and administration of financial instruments, including custodianship and related services;
- (b) granting credits or loans for transactions involving one or more financial instruments, where the Company is involved in the transaction;
- (c) foreign exchange services related to the provision of investment services.
- 6.2 It is agreed and understood that the Company is authorised to offer its Services in relation to a range of Financial Instruments. However, the Client may be permitted to trade only in specific Financial Instruments, as determined by the Company at its sole discretion and subject to the Client's categorisation, suitability, or other regulatory considerations.

6.3 It is understood that when trading in CFDs, there is no physical delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

### 7. Advice and Commentary

7.1 The Company does not provide investment advice or personal recommendations. It will not advise the Client on the merits of any particular Order or Transaction, nor will it provide any statement intended to influence the Client to enter into a specific Transaction. The Client acknowledges that the Services offered by the Company do not include investment advice in relation to Financial Instruments, Underlying Markets, or Assets. The Client is solely responsible for the management of their Trading Account and for making independent decisions based on their own judgment and understanding.

- 7.2 The Company is under no obligation to provide the Client with legal, tax, or any other form of advice in connection with any Transaction. The Client is encouraged to seek independent professional advice before entering into any Transaction, if they deem it necessary.
- 7.3 From time to time, and at its sole discretion, the Company may provide general market information, commentary, research, news, or other materials to the Client (including via newsletters, website publications, or other means). Such content is provided for informational purposes only and does not constitute investment advice.

In particular:

(a) the Company shall not be held liable for the content, unless such liability arises due to fraud or gross negligence;

- (b) the Company makes no warranty or representation as to the accuracy, completeness, or timeliness of the information provided, nor as to its suitability for any purpose or legal/tax consequence;
- (c) the Client acknowledges that any such information is provided solely to support their own investment decisions and is not a personal recommendation or unsolicited financial promotion;
- (d) where any communication is marked as restricted to certain recipients or categories, the Client agrees not to share it with unauthorized persons;
- (e) the Client understands and accepts that the Company may have acted on, or benefited from, such information prior to it being made available to Clients, and that the Company does not guarantee equal or simultaneous delivery to all Clients.
- 7.4 The Client further acknowledges that any market commentary, news, or similar information provided by the Company may be amended or withdrawn at any time without prior notice.

### 8. Client Area

8.1 Subject to the Client's full compliance with their obligations under this Agreement, the Company grants the Client a limited, personal, non-transferable, non-exclusive, and revocable license to access and use the Company's electronic trading Client Area(s) (including the Website and any related downloadable software) for the sole purpose of placing Orders in permitted Financial Instruments. The Company may provide different Client Areas depending on the type of Financial Instrument available.

- 8.2 The Company reserves the right to temporarily suspend access to the Client Area(s) for maintenance, upgrades, or other technical reasons. Where possible, such maintenance shall be conducted during weekends and with prior notice to the Client. In urgent or exceptional cases, the Company may suspend access without notice.
- 8.3 The Client is solely responsible for obtaining, maintaining, and ensuring compatibility of all necessary hardware, software, and internet connectivity required to access and use the Client Area(s), including a personal computer, mobile device, or tablet, a stable internet connection, and access to telecommunications services. The Client shall bear all costs related to such access.
- 8.4 The Client represents and warrants that appropriate security measures have been implemented on their devices, including up-to-date antivirus software and other safeguards to ensure the integrity of their systems. The Client further agrees to take all reasonable steps to prevent the transmission of viruses, malware, or any other harmful material to the Client Area(s), the Website, or the Company's systems.
- 8.5 The Company shall not be liable for any damage, corruption, loss, or destruction of the Client's hardware, software, data, or records resulting from use of the Client Area(s), nor for any delays, malfunctions, or data integrity issues arising from the Client's own hardware, software mismanagement, or configuration.
- 8.6 The Company shall not be responsible for any delays, interruptions, or disruptions in communication or transmission experienced by the Client while using the Client Area(s), including those caused by internet service providers,

telecommunications networks, or hardware issues on the Client's side.

8.7 Orders must be submitted via the Client Area(s) using the Client's Access Data and a compatible device with internet access. The Company is entitled to rely on and act upon any Order submitted through the Client Area(s) or, where applicable, via phone, without further verification or confirmation. Such Orders shall be deemed binding upon the Client.

## 9. Intellectual Property

- 9.1 The Client Area(s), including all copyrights, trademarks, service marks, trade names, patents, software code, icons, logos, characters, layouts, designs, trade secrets, buttons, colour schemes, graphics, data names, and any other related content, constitute the sole and exclusive intellectual property ("IP") of the Company or of third-party licensors. These materials are protected under applicable local and international intellectual property laws and treaties. This Agreement grants the Client only a limited right to use the Client Area(s) as specified herein and does not convey any ownership or interest in the Client Area(s). Nothing in this Agreement shall be construed as a waiver of any of the Company's intellectual property rights.
- 9.2 The Client shall not obscure, alter, remove, or tamper with any copyright, trademark, or other proprietary notices displayed on or embedded in the Company's IP, the Website, or the Client Area(s).
- 9.3 The Client acknowledges and agrees that the Company may operate under various trademarks and domain names. All images, visual materials, and downloadable content presented on the Website, the Client Area(s), or in any related software are the exclusive property of the Company. The Client may

only use such materials in the manner and for the purpose expressly authorized by the Company.

9.4 The Client may store and print content made available via the Company's Website or Client Area(s), including documents, policies, text, graphics, audio, video, software code, and user interface elements, solely for personal use. The Client is strictly prohibited from altering, modifying, publishing, transmitting, distributing, or reproducing such materials, whether in whole or in part, for commercial purposes or for distribution to third parties without the Company's prior written consent.

### 10. Confidentiality

- 10.1 For the purposes of this Agreement, "Confidential Information" includes, but is not limited to, any non-public information relating to the business, operations, processes, products, technology, transactions, strategies, clients, or suppliers of either party. Confidential Information excludes information that:
- (a) becomes publicly available other than through a breach of this Agreement;
- (b) was lawfully in the possession of the receiving party before disclosure;
- (c) is received from a third party without an obligation of confidentiality.
- 10.2 Both parties agree not to:
- (a) disclose Confidential Information to any third party, except as permitted by this Agreement;
- (b) use Confidential Information for any purpose other than to exercise rights or perform obligations under this Agreement;

- (c) use Confidential Information for any unrelated purpose, except where necessary for antimoney laundering checks or statistical analysis, in accordance with applicable law.
- 10.3 Confidential Information may be disclosed:
- (a) to employees, officers, advisers, or trading partners who need to know such information to carry out this Agreement, provided they are bound by equivalent confidentiality obligations;
- (b) where disclosure is required by law, regulation, court order, or by a competent regulatory authority;
- (c) as permitted under paragraph 25 of this Agreement and in accordance with the Privacy Policy.

#### 11. Prohibited Actions

- 11.1 The Client is strictly prohibited from engaging in any of the following actions in connection with the Company's systems, Client Area(s), or the Client's Account:
- (a) using, without the Company's prior written consent, any software or automated system (including artificial intelligence tools) designed to analyse, manipulate, or interact with the Company's systems, Client Area(s), or Client Account;
- (b) intercepting, monitoring, modifying, or damaging any communication or data not intended for the Client, or engaging in any unauthorized intrusion into the systems of the Company;
- (c) deploying or transmitting any malicious code or harmful program, including but not limited to viruses, worms, Trojan horses, time bombs, spiders, or any other software intended to damage, disrupt, alter, disable, or interfere with the

- functionality or integrity of the Company's systems, Client Area(s), communication networks, or any related infrastructure;
- (d) sending unsolicited commercial messages (spam) in violation of applicable laws or regulatory requirements;
- (e) attempting to compromise, disable, circumvent, or reverse-engineer any part of the Company's Client Area(s) or security measures, or taking any action which may cause a malfunction, overload, or failure of the systems;
- (f) gaining or attempting to gain unauthorized access to the Client Area(s), any Company server, or any restricted area, or assisting others in doing so;
- (g) performing any action that may enable irregular, unfair, or unauthorized use of the Client Area(s), including the submission of excessive or automated requests to the Company's servers that may disrupt or delay order execution or system performance.
- 11.2 If the Company reasonably suspects that the Client has violated any of the prohibitions set out in paragraph 11.1, it may, at its discretion, take one or more of the measures specified in paragraph 14.2 of this Agreement.

### 12. Security and Access Data

- 12.1 The Client agrees to keep their Access Data and Client Account number strictly confidential and not to disclose them to any third party under any circumstances.
- 12.2 The Client should avoid recording or storing their Access Data in written or digital form. If the Client receives their Access Data in writing, they must destroy such notification immediately upon receipt.

12.3 The Client agrees to notify the Company immediately if they know or suspect that their Access Data or Client Account number has been disclosed to, or accessed by, any unauthorized person. Upon such notification, the Company will take appropriate steps to prevent further unauthorized use, including issuing new Access Data. The Client acknowledges that no Orders can be placed until the replacement Access Data is provided. The Client also agrees to fully cooperate with any investigation conducted by the Company regarding actual or suspected misuse of their Access Data or Client Account number.

12.4 The Client acknowledges and accepts that the Company shall not be held liable for any unauthorized access to information—such as electronic addresses, communications, personal data, Access Data, or Client Account numbers — that occurs during transmission via the internet, telephone, post, or any other electronic or communication channel, whether between the parties or involving third parties.

12.5 If the Company reasonably suspects that the Client's Access Data or Client Account number has been obtained or used by unauthorized parties, the Company may, at its sole discretion and without obligation, temporarily suspend or deactivate the Client Account in order to protect the integrity of the Client's data and funds.

### 13. Placement and Execution of Orders

13.1 The Client may place Orders through the Client Area(s) by using their Access Data, provided that all Essential Details required for execution have been correctly submitted. In the event of technical difficulties, the Client may close Open Positions by calling the Company and providing their Trading

Account number along with any additional identification details requested by the Company.

13.2 The Company is entitled to rely upon and act on any Order submitted via the Client Area(s) or by phone (for closing positions only) using the Client's valid Access Data, without further verification. Such Orders shall be deemed final and binding on the Client.

13.3 Orders placed by telephone will be executed by the Company on its Electronic Trading System based on the Client's instructions provided during a recorded telephone conversation.

13.4 All Orders are executed in accordance with the Company's Order Execution Policy, which forms an integral part of this Agreement and is binding upon the Client.

13.5 The Company shall make reasonable efforts to transmit and execute Client Orders. However, the Client acknowledges and agrees that transmission or execution may not always be possible due to circumstances beyond the Company's control, including but not limited to:

- (a) scheduled maintenance or downtime of the Company's Client Area(s), which may be necessary to ensure the stability and quality of its technological infrastructure;
- (b) technical failures at the level of external liquidity providers or service providers, in which case the Company will activate its internal business continuity procedures and notify the relevant parties. Such events are considered exceptional and outside the Company's responsibility, and therefore the Company shall not be liable for any resulting delay or failure in execution.

13.6 Orders may only be placed during the Company's normal trading hours, as published on its Website and/or Client Area, and may be updated from time to time. Pending Orders that are not executed will remain active in the next trading session, as applicable. All open spot positions will, by default, be rolled over to the next Business Day at the close of the underlying market, unless the Company exercises its right to close such positions. Forward positions will be rolled over upon expiry of the relevant term into the next available period, unless the Company decides to close them.

#### 14. Decline of Client's Orders

- 14.1 Without prejudice to any other provision of this Agreement or Appendix 1, the Company shall have the right, at its sole discretion, to close any Open Position (at the current available quote on the Client Area or, if the relevant market is closed, at the next available quote upon reopening), to limit the size of Open Positions, or to reject any Order to open a new position, in any of the following circumstances:
- (a) upon request or instruction from any regulatory, supervisory, judicial, anti-fraud, or anti-money laundering authority of Cyprus or any other competent jurisdiction;
- (b) where the legality, authenticity, or origin of the Order is under reasonable doubt;
- (c) if a Force Majeure Event occurs, as defined in this Agreement;
- (d) in the event of a Client Default, as defined in paragraph 15.1 of this Agreement;
- (e) if the Order is automatically rejected by the Company's system due to pre-set trading limits

applicable to the Client Account, where such limits have been previously communicated to the Client;

- (f) under Abnormal Market Conditions affecting the relevant Underlying Market or Underlying Asset, where such conditions impair the orderly provision of Services;
- (g) where the Client's Equity is equal to or falls below 50% of the total Initial Margin requirement;
- (h) where the Client fails to act upon a Margin Call Alert, as described in paragraph 9.5 of Appendix 1;
- (i) where the Client does not have sufficient Balance to support the Order, or the Balance falls below zero (subject to the application of Negative Balance Protection, where applicable);
- (j) where the Client is a legal entity and fails to obtain or maintain a valid Legal Entity Identifier (LEI) as required by Applicable Regulations. In such cases, the Company shall be entitled to reject new Orders, terminate open trades, and/or close all Open Positions one (1) day before the expiration of the Client's LEI if not timely renewed;
- (k) if the Company reasonably suspects that the Client is engaging in Abusive Trading practices, in which case the Company also reserves the right to cancel any profits derived from such conduct.
- 14.2 In the event that the Company reasonably suspects that the Client has breached any provision of this Agreement, including but not limited to engaging in Prohibited Actions under paragraph 11.1 or Abusive Trading under paragraph 2, the Company may, at its sole discretion and without prior notice, take one or more of the following measures:

- (a) Suspend or Restrict the Client's access to their Account, either partially or fully, including the ability to place new Orders or modify existing ones;
- (b) Cancel any Open Orders and/or close any or all Open Positions held by the Client;
- (c) Reject any new Orders or requests submitted by the Client;
- (d) Withhold or Cancel profits derived from abusive, manipulative, or otherwise prohibited trading activity;
- (e) Terminate this Agreement with immediate effect;
- (f) Take any legal action the Company deems appropriate, including reporting to relevant regulatory or enforcement authorities;
- (g) Initiate an internal investigation and request further documentation or clarification from the Client, during which time the Client's Account may be placed on temporary hold.

#### 15. Events of Default

- 15.1 Each of the following shall constitute an Event of Default:
- (a) failure by the Client to fulfil any financial or other obligation owed to the Company under this Agreement;
- (b) initiation of bankruptcy or insolvency proceedings against the Client under the Cyprus Bankruptcy Act or equivalent legislation in another jurisdiction; the appointment of a receiver, administrator, trustee or similar officer; or the commencement of any composition or arrangement with creditors;

- (c) the Client becomes unable to pay their debts as they fall due;
- (d) any representation or warranty made by the Client under paragraph 30 of this Agreement is or becomes untrue or misleading;
- (e) the Client (if an individual) dies, is declared legally missing, or is officially determined to lack legal capacity to act;
- (f) any action referred to in paragraph 14.2 is ordered or required by a competent regulatory authority, court, or under applicable law;
- (g) the Company reasonably believes that continuing to provide services to the Client would involve it in actual or potential fraud, illegality, or regulatory breach, regardless of whether the Client is at fault;
- (h) the Company reasonably determines that the Client is in material violation of the laws of the Republic of Cyprus or of any other jurisdiction relevant to the Client's trading activities;
- (i) the Company suspects that the Client is engaged in money laundering, terrorist financing, card fraud, or other criminal activities;
- (j) the Company reasonably suspects that the Client has engaged in a Prohibited Action as described in paragraph 11.1;
- (k) the Company reasonably suspects that the Client has engaged in Abusive Trading as defined in this Agreement;
- (I) the Company reasonably suspects that the Client opened the Client Account using false, misleading, or fraudulent information;

- (m) the Company reasonably suspects that the Client has used forged documents or a stolen payment card to fund their Account.
- 15.2 If an Event of Default occurs, the Company may, at its absolute discretion and without prior Written Notice, take one or more of the following actions:
- (a) terminate this Agreement with immediate effect.
- (b) cancel or Close any Open Positions at the current available quote or, if the market is closed, at the next available quote upon reopening.
- (c) temporarily or permanently restrict the Client's access to the Client Area or suspend specific functionalities, including the Cancelation feature.
- (d) reject, decline, or refuse to execute any Order or to provide any further Services to the Client.
- (e) impose trading restrictions or limitations on the Client Account.
- (f) in the case of fraud, return funds to the rightful owner or follow the instructions of competent law enforcement authorities.
- (g) cancel or reverse any profits obtained through Abusive Trading, provided that the Company will explain the basis of such determination.
- (h) initiate legal proceedings to recover any losses incurred by the Company as a result of the Event of Default.
- (i) block the Client's IP address if excessive or abnormal request traffic is detected, potentially causing execution delays or system instability.
- 15.3 Notification and Consequences:

- (a) in cases where the Company exercises any of its rights under paragraph 15.2, it shall, to the extent practicable, notify the Client in writing of the actions taken and the reason(s) for such actions, unless such notification is prohibited by law or may compromise an ongoing investigation;
- (b) where applicable, the Client may submit a written explanation or objection within five (5) Business Days from the receipt of such notice. The Company will review the submission and, if appropriate, provide a reasoned response or revise the measures taken;
- (c) the exercise of the Company's rights under this section shall be without prejudice to any other rights or remedies the Company may have under this Agreement, at law, or in equity;
- (d) any termination or suspension of the Client Account pursuant to an Event of Default shall not affect any outstanding obligations of the Client to the Company, including any rights to indemnification, damages, or recovery of losses;
- (e) if the Company determines that the Client's actions did not constitute an Event of Default, any unjustly applied measures (such as account restrictions or trade cancellations) shall be reversed and the Client Account restored to its prior state to the extent reasonably possible.

### 16. Trade Confirmations

- 16.1 The Company shall provide the Client with adequate reporting regarding the status and execution of their Orders. To this end:
- (a) the Client will be granted secure online access to their Client Account via the Client Area(s), where sufficient and up-to-date information will be

made available in accordance with CySEC Rules and applicable reporting obligations;

- (b) in accordance with Applicable Regulations, the Company shall provide the Client with a confirmation of Order execution in a durable medium (including via the Client Area) as soon as possible, but no later than the first Business Day following execution or, where the Company relies on a third-party confirmation, no later than the first Business Day following receipt of such confirmation.
- 16.2 If the Client believes that any information available in their Client Account is inaccurate or if no confirmation has been received when it should have been, the Client must notify the Company within ten (10) Business Days from the date the confirmation was sent or should have been sent. In the absence of any objection within this period, the information shall be deemed correct, accepted, and binding upon the Client.

### 17. Safeguarding of Client Funds

- 17.1 The Company shall promptly deposit any Client funds it receives into one or more segregated bank accounts held with:
- (a) a credit institution as defined under the applicable EU legislation; or
- (b) a qualifying money market fund.

All Client funds will be fully segregated from the Company's own funds and shall not be used by the Company in the course of its business.

17.2 The Company may hold Client funds in an omnibus account together with the funds of other Clients. Internal records will always distinguish the funds of each individual Client.

- 17.3 The Company shall not pay any interest on Client funds (except for profits generated from trading activity), and the Client hereby waives any right to receive interest on such funds.
- 17.4 The Company may deposit Client funds in overnight or fixed deposits, in accordance with applicable regulations, and may retain any interest earned from such deposits.
- 17.5 The financial institutions where Client funds are held may have a security interest, lien, or right of set-off in relation to such funds, to the extent permitted by applicable law.
- 17.6 In accordance with Applicable Regulations, the Company shall:
- (a) maintain accurate and up-to-date records to distinguish Client funds from its own funds at all times;
- (b) perform regular reconciliations between internal accounts and third-party accounts where Client funds are held:
- (c) ensure that Client funds remain segregated from Company funds at all times;
- (d) ensure that Client funds are not used for the Company's operational purposes;
- (e) hold such funds in accounts clearly designated as "Client Accounts," separate from accounts used for Company funds;
- (f) maintain adequate organizational arrangements to minimize the risk of loss, misuse, fraud, poor administration, or negligence in relation to Client funds.
- 17.7 The Company will only hold Client funds with credit institutions and money market funds located within Cyprus or other EEA member states. Funds

will not be deposited outside the EEA unless strictly required for regulatory reasons and only with adequate safeguards in place.

17.8 If the Company holds Client Financial Instruments with a third party, it shall ensure that such instruments are separately identifiable from the Company's own assets and those of the third party, either through separately titled accounts or by equivalent means that provide the same level of protection.

17.9 The Company is a member of the Investor Compensation Fund (ICF). Subject to Client categorisation and the terms of the ICF, the Client may be eligible for compensation in the event that the Company is unable to meet its obligations. Full details are available in the Company's "Investor Compensation Fund" policy.

17.10 The Company may transfer Client funds to a successor, assignee, or purchaser of the Company, provided that:

- (a) such transfer is permitted under Applicable Regulations; and
- (b) the Client receives at least fifteen (15) Business Days' prior written notice in accordance with paragraph 35.2 of this Agreement.

### 18. Client Accounts, Deposits and Withdrawals

18.1 The Company shall open one or more Client Accounts for the Client, enabling the Client to place Orders in specific Financial Instruments offered by the Company.

18.2 The types and features of Client Accounts available are published on the Company's Website and may be amended by the Company at its discretion, subject to the provisions of section 26 of this Agreement.

18.3 A Client Account will be activated once the Client deposits the minimum initial amount required, as determined by the Company from time to time. The applicable minimum deposit may vary depending on the type of Client Account and is disclosed on the Website.

18.4 The Client may deposit funds into their Client Account at any time during the term of this Agreement, using the deposit methods and currencies accepted by the Company, as listed on its Website.

18.5 The Company reserves the right to request documentation at any time to verify the source of any funds deposited. The Company may refuse a deposit if it is not satisfied with the legality or transparency of the source of funds.

18.6 Deposits will be credited to the Client Account within one (1) Business Day of the Company receiving cleared funds in its bank account.

18.7 If a deposit does not appear in the Client Account as expected, the Client must notify the Company and request an investigation. The Client agrees to bear any related banking investigation charges, which may be deducted from the Client Account or paid directly to the bank. The Client must provide all necessary documentation for such investigation.

18.8 Withdrawals of Client funds will be processed by the Company upon receipt of a valid withdrawal request in an accepted format and in accordance with this Agreement.

18.9 Withdrawal instructions will be processed on the same Business Day, or on the following Business Day if received outside of normal trading hours, provided that all of the following conditions are met:

- (a) the withdrawal request is properly completed and contains all the required information;
- (b) the requested payment is directed to the same account from which the funds were originally received (i.e., the funding account);
- (c) the destination account is held in the Client's name and verified by the Company;
- (d) the Client's available Balance is sufficient to cover the requested amount, including any applicable fees and charges;
- (e) there are no Force Majeure events or other extraordinary circumstances preventing the Company from processing the transaction;
- (f) the Client's identification and verification documentation (KYC) is up to date and in compliance with the Company's policies and applicable regulatory obligations.
- 18.10 The Company does not accept third-party or anonymous payments and will not execute withdrawals to accounts not held in the Client's name.
- 18.11 The Company reserves the right to reject a withdrawal request specifying a particular transfer method and may propose a reasonable alternative.
- 18.12 All charges imposed by third-party payment providers shall be borne by the Client. The Company may debit such charges directly from the Client's Trading Account.
- 18.13 The Client may request an internal transfer of funds between their own Client Accounts with the Company, subject to the Company's internal policy in effect at the time of the request.

18.14 Any error made by the Company in the course of a transfer will be corrected, and the affected amount refunded to the Client. However, if the Client provides incorrect transfer instructions, the Company may be unable to recover the funds, and the resulting loss shall be borne by the Client.

18.15 If the originating account under paragraph 18.9(b) has been closed, the Client must provide proof of closure of that account and evidence that the alternative account for the requested transfer is held in the Client's name.

#### 19. Inactive and Dormant Client Accounts

19.1 Where no trading activity (i.e. no opening or closing of positions) occurs on the Client's trading account for a continuous period of four (4) calendar months, the Company reserves the right to classify the account as dormant. Prior to doing so, the Company will make reasonable efforts to contact the Client to confirm whether they wish to maintain the account in active status.

19.2 Upon classification of the Client's account as dormant, the Company may apply a Dormant Account Fee, which shall be a fixed amount of up to fifty (50) units in the base currency of the account. This fee shall be charged on a monthly basis, provided that the account holds sufficient funds. If the account balance is less than the applicable fee, a reduced amount shall be deducted until the balance reaches zero. The Dormant Account Fee is intended to cover administrative, operational, and technological costs incurred by the Company in maintaining inactive accounts.

19.3 If the account balance reaches zero, no further Dormant Account Fees shall be applied. Clients who do not intend to resume trading are advised to

withdraw their available funds in a timely manner to avoid such charges.

19.4 For security reasons, the Company reserves the right to reset the Client's access credentials (e.g., password) for dormant accounts and may require additional verification or documentation in order to restore access or resume trading activity.

19.5 Where there has been no trading activity for a period of twelve (12) consecutive months or more, the Company reserves the right to close the relevant trading account and remove it from access via the trading platform. Prior to closure, the Company shall make reasonable efforts to notify the Client.

19.6 Where a dormant Client account has been inactive for a period of thirty-six (36) months or more, the Company may, at its discretion:

- (a) terminate this Agreement by giving written notice to the Client;
- (b) close the trading account;
- (c) transfer any remaining balance to a non-interestbearing account in accordance with applicable regulations.

19.7 Funds held in dormant or terminated accounts remain the property of the Client. Upon the Client's request and subject to successful verification, the Company shall return such funds to the original funding source or to another account held in the Client's name, provided all required documentation is submitted and verified in line with the Company's procedures and applicable laws.

### 20. Right to Cancel

20.1 If the Client is a private individual and has not met the Company in person to conclude this Agreement – i.e., if the Agreement is entered into

via distance communication methods such as the Company's Website, telephone, or written correspondence (including email) — then the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended, shall apply. Under this Law, the Client may have the right to cancel this Agreement without providing any reason and without incurring any cost, subject to the nature of the Services provided and the terms set out herein.

20.2 The Client may exercise the right to cancel this Agreement within fourteen (14) calendar days from the date of acceptance by the Company, which is the date the Client is notified that their Trading Account has been opened (the "Cancellation Period"). To do so, the Client must send a completed Cancellation Notice (as set out in Appendix 1) to the Company by email at: info@in2markets.com.

20.3 The right to cancel this Agreement shall not apply in the following cases:

- (g) to foreign exchange services, due to the fact that currency prices are subject to market fluctuations beyond the Company's control, which may occur during the Cancellation Period;
- (h) where the Client has already placed Orders in Financial Instruments, as the prices of such instruments depend on underlying market fluctuations that may occur during the Cancellation Period;
- (i) where the Client has requested, and the Company has fully performed the Services under the Agreement before receipt of the Cancellation Notice.

20.4 Upon valid exercise of the right to cancel this Agreement:

- (a) the Agreement shall be considered terminated as of the date the Cancellation Notice is received by the Company;
- (b) the Client will no longer be able to place new Orders with the Company, but may close any existing Open Orders up to the moment the Company receives the Cancellation Notice;
- (c) any Orders executed prior to the receipt of the Cancellation Notice shall remain valid and binding;
- (d) any foreign exchange transactions executed during the Cancellation Period shall not be reversed, as they are tied to market fluctuations and are considered fully performed;
- (e) subject to the Company's right to charge for Services already rendered during the Cancellation Period, the Company shall refund any fees paid under the Agreement and return the available Balance in the Client Account as soon as reasonably possible.
- 20.5 If the Client does not exercise the right to cancel the Agreement within the Cancellation Period, the Agreement shall remain in full force and effect and continue to bind both Parties. Notwithstanding this, the Client retains the right to terminate the Agreement at any time thereafter in accordance with paragraph 27.1, without incurring any cancellation fees.

#### 21. Netting and Set-Off

21.1 Upon termination of this Agreement, if the aggregate amount payable by the Client equals the aggregate amount payable by the Company, all mutual payment obligations shall be automatically set off and discharged in full. The Company shall

notify the Client in writing in advance, providing details of the calculation of the resulting Balance.

- 21.2 Upon termination of this Agreement, if the aggregate amount payable by one Party exceeds the amount payable by the other, the Party owing the larger amount shall pay the difference, and all payment obligations shall be considered fully satisfied. The Company shall provide prior written notice to the Client, including a detailed explanation of how the final Balance was calculated.
- 21.3 The Company reserves the right, upon termination of this Agreement, to combine or consolidate any and all Client Accounts held in the Client's name and to set off any outstanding balances against one another. This shall be done only after providing prior written notice to the Client with a clear explanation of how the netted amount was determined.
- 21.4 The Company applies a Negative Balance Protection policy to Client Accounts. Accordingly, the Client's losses shall in no event exceed the total available funds in the relevant Client Account, and the Client shall not be liable for any negative balance that may arise as a result of trading activity.

### 22. Fees, Taxes and Inducements

- 22.1 The provision of Services by the Company is subject to the payment of applicable fees, including but not limited to brokerage commissions, Swaps, special service charges, and other relevant costs. All such fees are outlined and published on the Company's Website and/or are available through the Client Area.
- 22.2 The Client acknowledges and agrees that they are solely responsible for complying with any and all applicable tax obligations arising from their trading activities under this Agreement. This includes, but is

not limited to, filing all required tax returns or declarations and paying any taxes, levies, or charges — such as transfer taxes or value-added taxes — that may be imposed by competent authorities in any relevant jurisdiction.

22.3 The Client shall bear and promptly pay any stamp duties or similar charges that may be applicable to this Agreement or to any documentation necessary for the execution of transactions hereunder.

22.4 The Company confirms that it does not pay or receive any inducements, commissions, or other non-transparent benefits to or from third parties in connection with the provision of its Services, unless such arrangements are in full compliance with Applicable Regulations and properly disclosed to the Client.

## 23. Language

23.1 All information, documentation, policies, and disclosures published by the Company shall be provided primarily in English through the Company's official Website. Any translations provided in other languages are for informational purposes only and do not constitute legally binding documents. In case of any inconsistency, the English version shall prevail.

This does not affect the Company's right to request a true and certified translation of any Client documentation submitted in a language other than English or Greek, as required under its anti-money laundering and due diligence obligations.

### 24. Communications and Written Notices

24.1 Unless otherwise expressly provided in this Agreement, any notice, request, or other communication from the Client to the Company

under this Agreement shall be addressed to the Company as follows (or to such other address as the Company may notify from time to time) and shall be deemed delivered only upon actual receipt by the Company via one of the following methods: email, facsimile, post (if sent within Cyprus), airmail (if sent from outside Cyprus), or commercial courier.

Company Contact Details:

Democratias 12, Shop 2, 8028, Paphos, Cyprus

Email: info@in2markets.com

24.2 The Company may communicate with the Client using any of the following means: email, internal messaging via the Client Area, facsimile, telephone, postal service, commercial courier, or by publication on the Company's Website.

24.3 The following methods of communication shall constitute Written Notice from the Company to the Client:

- (a) email;
- (b) internal messaging via the Client Area;
- (c) facsimile transmission;
- (d) postal service;
- (e) commercial courier.

24.4 The following methods of communication shall constitute Written Notice from the Client to the Company:

- (a) email;
- (b) facsimile transmission;
- (c) postal service;
- (d) commercial courier.

- 24.5 Unless otherwise stated in paragraph 24.9, any communication (including documents, confirmations, statements, or reports) shall be deemed received as follows:
- (a) by email one (1) hour after being sent, provided that the message has left the sender's email system;
- (b) by Client Area internal messaging immediately upon dispatch;
- (c) by facsimile upon receipt of the transmission confirmation report;
- (d) by telephone at the conclusion of the conversation;
- (e) by post seven (7) calendar days after dispatch;
- (f) by commercial courier on the date of the recipient's signature upon delivery;
- (g) by airmail eight (8) Business Days after dispatch;
- (h) by publication on the Website one (1) hour after posting.
- 24.6 Communications to the Client shall be made using the contact details provided during the Client Account opening process or as subsequently updated by the Client. The Client shall be solely responsible for notifying the Company promptly of any changes to their contact details.
- 24.7 Any facsimile documents received by the Company may be scanned and stored electronically. A reproduction of such scanned documents shall constitute conclusive evidence of the instructions contained therein.

- 24.8 The Client may contact the Company during its regular business hours. The Company reserves the right to contact the Client outside of its normal business hours if deemed necessary.
- 24.9 Written Notices sent to the Company shall be deemed received only during the Company's regular working hours. Any notices received outside these hours shall be considered received on the next Business Day, notwithstanding the provisions of paragraph 24.5.

# 25. Privacy Recording of Telephone Calls and Records

- 25.1 When applying for the Company's Services and operating a Trading Account, including placing or closing Transactions, the Client will be providing personal data within the meaning of applicable Data Protection Legislation. The Company may also collect Client information from third parties, such as credit reference agencies, fraud prevention services, financial institutions, authentication service providers, or public registers. The Company will process, store, and transfer such data (including transfers outside the European Economic Area, where appropriate) for the purposes of fulfilling this Agreement, executing Transactions, managing the Client relationship, and in accordance with the terms set out in this paragraph and the Company's Privacy Notice. The Client is advised to refer to the Privacy Notice for full details on how their personal data is processed.
- 25.2 The Company may disclose Client personal data (including confidential documents, identification details, card or account data, and call recordings) in the following circumstances:
- (a) where required by applicable law or court order;

- (b) upon request by CySEC or any other competent regulatory or supervisory authority;
- (c) to governmental or law enforcement agencies for the purposes of fraud detection, antimoney laundering, or other legal compliance;
- (d) as necessary to execute Orders and for purposes related to the provision of Services;
- (e) to credit institutions, payment providers, fraud prevention agencies, authentication service providers, or verification databases, in connection with AML, due diligence, and credit checks;
- (f) to the Company's professional advisors (e.g., legal, audit, or tax advisors), provided they are bound by confidentiality obligations;
- (g) to service providers assisting with recordkeeping, communication, data processing, email and message delivery, or CRM systems;
- (h) to trade repositories or regulatory bodies under EMIR (Regulation EU No 648/2012);
- (i) in anonymized and aggregated form for statistical or analytical purposes;
- (j) to market research firms or call centres for the purpose of service improvement, limited to contact details;
- (k) as required for the exercise or defence of legal claims in front of courts, tribunals, regulators, ombudsmen, or other authorities;
- (I) at the Client's request or with their explicit consent;
- (m) to the Company's Affiliates or other entities within the same group;

- (n) to any successors, assignees, or transferees of the Company's business, with at least ten (10) Business Days' prior written notice to the Client;
- (o) to the Cyprus Inland Revenue Department for onward reporting to the U.S. Internal Revenue Service (IRS) in accordance with the Foreign Account Tax Compliance Act (FATCA);
- (p) for reporting under the Common Reporting Standard (CRS) to the Cyprus Tax Department and onward to the tax authority of the Client's tax residence.
- 25.3 Where the Client is a natural person, the Company will collect, use, and process personal data in accordance with applicable Data Protection Legislation. Upon written request and subject to applicable law, the Client has the right to access any personal data held about them by the Company, and the Company may charge a reasonable administrative fee for processing such requests, where permitted by law.
- 25.4 By entering into this Agreement, the Client provides explicit consent to the processing and, where applicable, the cross-border transfer of personal data in accordance with the terms of this Agreement and the Company's Privacy Notice.
- 25.5 Telephone conversations between the Client and the Company may be recorded for compliance, training, or dispute resolution purposes. The Client will be informed at the beginning of each call that recording is taking place. Such recordings are the sole property of the Company and may serve as conclusive evidence in any proceedings.
- 25.6 For the administration of this Agreement, the Company may contact the Client via telephone, fax, email, or post, using the contact details provided

during onboarding or subsequently updated by the Client.

25.7 Subject to Applicable Regulations and with the Client's express and separate consent, the Company or its Affiliates may contact the Client from time to time by telephone, fax, email, or post for marketing purposes, including to inform the Client about new products, services, promotions, or to conduct surveys. The Client may withdraw such consent at any time.

25.8 In accordance with Applicable Regulations, the Company shall retain records containing personal data, account documentation, communication records, and trading information for a minimum of five (5) years following the termination of the Agreement, or longer where required by law or regulatory authorities.

#### 26. Amendments

26.1 The Company may, at its reasonable discretion and without additional cost to the Client, upgrade the Client Account, enhance or replace the trading Client Area (in whole or in part), or improve the Services provided if such change is to the Client's advantage. The Client shall be notified of any such changes in advance via email, except where changes involve routine security updates, technical enhancements, or the addition of functionalities that do not affect features currently used by the Client.

26.2 The Company may amend the terms of this Agreement (including its Appendix 1, the Client Classification Policy, Investor Compensation Fund Policy, Conflicts of Interest Policy, Order Execution Policy, Risk Disclosure Policy, and Complaints Handling Policy) for one or more of the following reasons:

- (a) Where the Company reasonably considers that:
  - i. the amendment will make the terms clearer or more easily understood; or
  - ii. the amendment will not materially disadvantage the Client.
- (b) To reflect:
  - i. the introduction of a new service or feature;
  - ii. the withdrawal, replacement, or modification of an existing service or feature, particularly where it has become obsolete, unused, or disproportionately costly to maintain.
- (c) To reflect reasonable changes resulting from:
  - i. developments in the banking, financial, or investment environment;
  - ii. changes in technology; or
  - iii. changes to the Company's systems or Client Areas.
- (d) To comply with a request, direction, or requirement from CySEC or any other competent authority, or to reflect any change (or expected change) in Applicable Regulations.
- (e) Where the Company determines that any provision of this Agreement is inconsistent with Applicable Regulations. In such cases, the inconsistent provision shall be interpreted in accordance with the Applicable Regulations, and the Agreement shall be amended accordingly.
- 26.3 Provided that the Client may terminate this Agreement at no additional cost, the Company may also amend the terms of this Agreement for reasons

not listed in paragraph 26.2, by giving reasonable prior notice.

26.4 The Company shall provide the Client with at least fifteen (15) Business Days' advance Written Notice for any amendment made under paragraphs 26.2 or 26.3, except where the change is required to comply with Applicable Regulations, in which case the change may take effect immediately.

26.5 For amendments made under paragraphs 26.2(a), 26.2(d), and 26.2(e), notice shall be provided via email and shall constitute Written Notice.

26.6 When providing Written Notice of changes under this section, the Company shall specify the effective date of the change. Unless the Client notifies the Company prior to that date of their intention to terminate the Agreement and not accept the change, the Client shall be deemed to have accepted the amendment. In such case, the Client shall not incur any termination fee but shall remain liable for any amounts due for Services provided up to the termination date.

The Company reserves the right to periodically review and amend its costs, fees, commissions, financing charges, swap rates, trading conditions, execution rules, rollover policy, and trading hours, as published on the Website and/or Client Area. In the absence of a Force Majeure Event, the Company shall notify the Client via email at least ten (10) Business Days in advance of any such change, except for daily changes in financing charges and swap rates, which shall be updated and published on the Website and/or Client Area without prior email notification. The Client shall be deemed to have accepted such changes unless the Company is notified otherwise prior to their effective date.

26.7 The Company may also review and update the Client's Categorisation, in accordance with Applicable Regulations, and shall notify the Client at least five (5) Business Days in advance of such change. A change in categorisation may result in a change to the type of Client Account. Unless the Client informs the Company of their wish to terminate the Agreement prior to the effective date, the change shall be deemed accepted.

### 27. Termination and Results of Termination

27.1 Without prejudice to the Company's right to terminate this Agreement immediately in accordance with its provisions (including in the case of an Event of Default), either Party may terminate this Agreement at any time by providing at least fifteen (15) Business Days' prior Written Notice to the other Party. The Company also reserves the right to terminate the Agreement with immediate effect and Written Notice in the event of the Client's material breach of this Agreement or any applicable laws or regulations.

27.2 Termination of this Agreement shall not affect any existing obligations, liabilities, or rights that have accrued prior to the termination date. Any legal obligations arising from Transactions executed prior to termination shall remain enforceable.

27.3 Upon termination, all amounts owed by the Client to the Company shall become immediately due and payable, including, but not limited to, any outstanding fees, commissions, costs, charges, or other obligations incurred or to be incurred by the Company in connection with the termination of this Agreement.

27.4 Following the issuance of a termination notice and before the effective date of termination:

- (a) the Client shall be obligated to close all Open Positions. If the Client fails to do so, the Company may proceed to close any remaining Open Positions upon termination;
- (b) the Company may restrict or revoke the Client's access to the Client Area or limit its functionalities;
- (c) the Company may decline to accept any new Orders from the Client;
- (d) the Company may temporarily block withdrawals from the Client Account and retain sufficient funds to cover any Open Positions or outstanding obligations under this Agreement.
- 27.5 Upon termination of the Agreement, the Company may take one or more of the following actions:
- (a) consolidate and set off Balances across all Client Accounts held in the Client's name;
- (b) close the Client's Account(s);
- (c) convert any remaining balances into the base currency of the Client Account;
- (d) close out any remaining Open Positions;
- (e) provided there is no suspicion of fraud, illegal activity, or instructions from competent authorities to the contrary, and after retaining such amounts as the Company deems reasonably necessary to cover potential future liabilities, the Company shall return the remaining Balance to the Client as soon as reasonably practicable. A final statement shall be provided to the Client showing the closing balance and calculations made. Payments shall be made only to an account held in the name of the Client, in accordance with the Client's instructions. The Company reserves the

right to refuse payments to third parties at its sole discretion

### 28. Force Majeure

- 28.1 A Force Majeure Event shall mean any event or circumstance beyond the reasonable control of the Company, which renders the performance of its obligations under this Agreement impossible, impracticable, or significantly hindered. Such events include, but are not limited to:
- (a) government actions, declaration of war or hostilities, threat of war, acts of terrorism, national emergency, riot, civil unrest, sabotage, requisition, imposition of sanctions, or any other international, economic, or political crisis;
- (b) acts of God, natural disasters such as earthquakes, hurricanes, floods, fires, storms, tsunamis, epidemics, or pandemics;
- (c) labour disputes, strikes, industrial actions, or lockouts;
- (d) suspension, closure, or restriction of any market or exchange, liquidation of a market participant, imposition of minimum or maximum price limits or trading bands, regulatory restrictions affecting trading, or any action or decision by state authorities, self-regulatory organizations, or organized trading venues that materially affects the provision of Services;
- (e) declaration of a financial services moratorium by regulatory authorities, or any rule, regulation, act, or directive of any supervisory, governmental, or supranational authority affecting the Company;
- (f) failure, malfunction, or breakdown of communication systems, software, hardware, trading Client Areas, or any other electronic or

telecommunication systems not caused by the Company's negligence or bad faith;

- (g) any other event, act, or circumstance which is not reasonably foreseeable or preventable and whose consequences cannot be remedied despite the Company taking reasonable measures.
- 28.2 If the Company determines, in its reasonable opinion, that a Force Majeure Event exists, it may, without prior notice and without prejudice to any other rights under this Agreement, take one or more of the following actions:
- (a) suspend or amend the application of any part of the Agreement as reasonably necessary due to the Force Majeure Event;
- (b) take or refrain from taking any action it deems reasonably appropriate to safeguard the interests of the Client, the Company, and its other Clients under the circumstances;
- (c) temporarily shut down the Client Area(s) for maintenance or to prevent potential damage;
- (d) cancel any pending Client Orders;
- (e) refuse to accept new Orders from Clients;
- (f) temporarily inactivate the Client's Trading Account;
- (g) increase Margin requirements without prior notice;
- (h) close out any or all open positions at such prices as the Company considers fair and reasonable in good faith;
- (i) widen the Spreads quoted;
- (j) reduce Leverage levels offered to the Client.

28.3 Except as expressly provided in this Agreement, the Company shall not be liable for any direct or indirect loss, damage, cost, or expense suffered by the Client arising out of the Company's failure, interruption, or delay in performing any of its obligations under this Agreement if such failure, interruption, or delay is due to a Force Majeure Event.

### 29. Limitations of Liability and Indemnity

- 29.1 In the event the Company provides the Client with market information, investment research, trading signals, recommendations, commentary, or news (whether directly or through publications such as newsletters or content on its Website or Client Area), the Company shall not be liable for any direct or indirect losses, costs, damages, or expenses incurred by the Client as a result of reliance on such information, unless caused by the Company's fraud, gross negligence, or wilful default.
- 29.2 Without prejudice to any other provisions in this Agreement, the Company shall not be liable for any loss, damage, expense, or cost incurred by the Client, directly or indirectly, arising from, or related to (without limitation):
- (a) errors, malfunctions, failures, delays, interruptions, or disconnections in the Client Area(s), including but not limited to failures in software, hardware, internet connection, data transmission, power supply, Client Terminal or system access;
- (b) any failure to perform its obligations due to a Force Majeure Event or other circumstances beyond its control;
- (c) actions, omissions, or negligence of any third party;

- (d) use of the Client's Access Data by an unauthorized person prior to notification by the Client to the Company of such unauthorized use;
- (e) unauthorized access to Client communications, data, or Access Data via internet, telephone, email, or other communication methods;
- (f) any risks described in the Risk Disclosure Policy;
- (g) currency exchange fluctuations;
- (h) changes in tax legislation or tax rates;
- (i) occurrence of Slippage;
- (j) client's reliance on automated tools such as Trailing Stop, Expert Advisor, or Stop Loss Orders;
- (k) trading under Abnormal Market Conditions;
- (I) representations or actions of any Introducer;
- (m) acts or omissions (including negligence or fraud) of the Client or their Authorized Representative;
- (n) any trading decision made by the Client or their Authorized Representative;
- (o) Execution of Orders using the Client's Access Data:
- (p) inaccuracies or errors in the content transmitted or displayed via the Client Area(s);
- (q) Activities related to Social Trading (if applicable);
- (r) solvency or conduct of any third party involved in the provision of Services (including custodians or payment processors);

- (s) circumstances outlined in Clause 29.3 below.
- 29.3 The Client shall indemnify and hold harmless the Company, its directors, officers, employees, affiliates, and agents from and against any claim, liability, damage, cost, or expense (including legal fees), arising in connection with the execution of this Agreement, the provision of the Services, or the use of the Client Area(s), except where such loss arises from the Company's own negligence, fraud, or wilful misconduct.
- 29.4 Under no circumstances shall the Company be liable for indirect, incidental, special, consequential, or punitive damages, including (but not limited to) loss of profits, loss of business, loss of trading opportunities, or loss resulting from market movements, even if the Company has been advised of the possibility of such damages.
- 29.5 The Company's total aggregate liability under this Agreement shall be limited to the amount of fees actually paid by the Client to the Company for the provision of the Services during the 12-month period preceding the event giving rise to such liability.

### 30. Representations and Warranties

- 30.1 By entering into this Agreement, the Client makes the following representations and warranties, which shall be deemed repeated each time the Client places an Order or uses the Services provided by the Company:
- (a) the Client is at least 18 years of age or the legal age of majority under the laws of the jurisdiction applicable to them, and is legally capable of entering into binding agreements;

- (b) the Client is of sound mind and has the legal capacity to make investment decisions and enter into this Agreement;
- (c) there are no legal, regulatory, religious, or any other restrictions prohibiting the Client from entering into Transactions involving the Financial Instruments offered by the Company;
- (d) the execution of this Agreement and all related transactions do not violate any applicable law, regulation, or contractual obligation to which the Client is subject;
- (e) the Client will not use the Intellectual Property, the Client Area, or the Website in breach of this Agreement or for any unauthorized, unlawful, or fraudulent purpose and will only use these tools for the management of their own Client Account;
- (f) the Client is duly authorized to enter into this Agreement, submit Orders, and fulfil the obligations set out herein;
- (g) if the Client is a legal entity, the individual completing the Account Opening Application Form is duly authorized to act on its behalf;
- (h) the Client is acting as a principal, and not as an agent, trustee, or custodian on behalf of any third party, unless otherwise agreed in writing with the Company and subject to the provision of all requested supporting documentation;
- (i) all information provided by the Client in the Account Opening Application Form and thereafter is true, complete, accurate, and up to date, and all documents submitted are genuine and valid;
- (j) the Client has read, understood, and agrees to be bound by the terms and conditions of this

Agreement, including the Appendices and any related policies;

- (k) the funds deposited by the Client and used for trading do not originate from any illegal activity, and are not intended for use in money laundering or terrorist financing;
- (I) the Client is not a Politically Exposed Person (PEP), nor related to or associated with a PEP. If this status changes during the course of the Agreement, the Client shall promptly notify the Company in writing;
- (m) the Client confirms that they are not a resident of any jurisdiction listed as high-risk or non-cooperative by the Financial Action Task Force (FATF);
- (n) the Client has read and fully understood the Risk Disclosure Policy published on the Company's Website;
- (o) the Client consents to receiving the information required under applicable laws and regulations, including this Agreement and related disclosures, via the Website and email;
- (p) the Client confirms that they have regular access to the internet and agree to receive information regarding amendments to the terms and conditions, fees, policies, and investment risks through postings on the Website or via email. Upon request, the Client may ask the Company to provide such information by post or fax.

### 31. Complaints and Disputes

31.1 If a Client wishes to submit a complaint, they may do so by completing the Complaints Form available in the "Complaints Handling Policy." The completed form should be sent to complaints@in2markets.com.

The Company will acknowledge receipt and review the complaint promptly and impartially, in accordance with its internal Complaints Handling Policy and applicable regulatory requirements.

Clients are also encouraged to familiarise themselves with the other available methods of submitting a complaint, as outlined in the "Complaints Handling Policy."

31.2 In the event that a matter arises which is not expressly addressed in this Agreement, both Parties shall act in good faith and seek to resolve the issue in a fair and equitable manner, with due consideration to prevailing market practices.

31.3 If the Client is not satisfied with the Company's final response or if no response is received within the timeframe set out in the Complaints Procedure for Clients, the Client may escalate the matter to the Financial Ombudsman of the Republic of Cyprus and request mediation in accordance with applicable laws. Information on how to contact the Financial Ombudsman and file a complaint is provided in the Company's Complaints Procedure for Clients available on the Website.

31.4 The Client's right to pursue legal remedies through judicial proceedings shall remain unaffected by their use or non-use of the complaint's procedures described above.

# 32. Applicable Law, Jurisdiction and Regulatory Framework

32.1 If a dispute arises between the Parties and cannot be resolved through the procedures set out in Clause 31 (Complaints and Disputes), such dispute shall be finally resolved in accordance with the provisions of this Clause.

32.2 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, construed and interpreted in accordance with the laws of the Republic of Cyprus. The courts of Cyprus shall have non-exclusive jurisdiction to hear and determine any proceedings arising out of or in connection with this Agreement or any Transaction entered into under it.

Nothing in this Clause shall prevent the Company from taking legal action against the Client in any other jurisdiction, including seeking interim relief or enforcement of judgments or orders.

32.3 All Transactions entered into by the Client through the Company shall be subject to Applicable Regulations, including but not limited to the rules, directives, guidance and circulars issued by the Cyprus Securities and Exchange Commission (CySEC) and any other competent public authority or regulatory body governing the operations of Cyprus Investment Firms. The Company shall be entitled to take, or omit to take, any measures it reasonably considers necessary to comply with such regulations or applicable market rules. Such measures shall be binding on the Client.

32.4 All rights and remedies granted to the Company under this Agreement are cumulative, and their exercise does not preclude the exercise of any other rights or remedies available under law or equity.

### 33. Severability

33.1 If at any time any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect under the law or regulation of any jurisdiction or is held to be so by a court of competent jurisdiction or by any regulatory authority, such provision shall be deemed to be

severed from this Agreement as if it had never been included, and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

The unenforceability or invalidity of any provision in one jurisdiction shall not affect its validity or enforceability under the law of any other jurisdiction.

### 34. Non-Exercise of Rights

34.1 The failure of either Party to exercise, or any delay in exercising, any right, power, or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right, power, or remedy, nor shall it preclude or restrict any further exercise of that or any other right, power, or remedy.

No waiver shall be effective unless made in writing and signed by the Party granting the waiver. Any waiver of a breach of any provision shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

### 35. Assignment

35.1 The Company may, at any time, assign, transfer, novate, or otherwise dispose of all or any of its rights, benefits, or obligations under this Agreement to a third party, subject to providing the Client with at least fifteen (15) Business Days prior Written Notice. This includes, without limitation, circumstances such as a merger, acquisition, corporate reorganisation, winding-up, or sale or transfer of the Company's business or any of its assets.

35.2 In the event of any assignment, transfer, or novation as described in Clause 35.1, the Company shall have the right to disclose and/or transfer all

relevant Client Information, including but not limited to personal data, correspondence, recordings, due diligence and identification documents, trading history, account records, and Client Money, to the third party, provided that the Client is notified in advance in accordance with the notice period stated above.

35.3 The Client shall not assign, transfer, charge, novate, or otherwise dispose of any of their rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Company.

#### 36. Intermediaries

36.1 If the Client is introduced to the Company by a third party, such as a web affiliate (an "Intermediary"), the Client acknowledges and agrees that the Company bears no responsibility or liability for the conduct, representations, or statements of such Intermediary, and shall not be bound by any separate agreement entered into between the Client and the Intermediary.

The Client further acknowledges that the Intermediary is not authorised by the Company to bind the Company in any manner whatsoever, to offer credit or guarantees against losses on behalf of the Company, to provide investment, legal or tax advice in the name of the Company, or to receive or handle any funds from the Client.

36.2 The Client acknowledges and accepts that any relationship or agreement with an Intermediary may result in additional costs.

The Company does not pay inducements to Intermediaries; however, it may, on occasion, pay a one-off fee for the introduction of a Client, which shall not be considered a payment falling within the scope of inducement rules.

### 37. Authorised Representative

- 37.1 The Company may, at its discretion, accept instructions from an Authorised Representative appointed by the Client to place Orders or handle other matters related to the Client Account or this Agreement, provided that the Client notifies the Company in writing of the appointment and the proposed Authorised Representative is approved by the Company, subject to the Company's internal policies and requirements.
- 37.2 Unless and until the Company receives a written notice from the Client revoking the authorisation of the Authorised Representative, the Company shall be entitled, without prejudice to clause 37.4 below, to continue accepting instructions and/or Orders from the Authorised Representative, and the Client shall remain fully bound by such actions as if they had been made by the Client directly.
- 37.3 The written notice of termination of an Authorised Representative must be received by the Company at least five (5) Business Days prior to the intended date of termination.
- 37.4 The Company reserves the right (but not the obligation) to refuse to act on any instructions or Orders given by an Authorised Representative in any of the following circumstances:
- (a) if the Company has reasonable grounds to suspect that the Authorised Representative is not duly authorised or is acting beyond the scope of his authority;
- (b) if an Event of Default has occurred;
- (c) where such refusal is necessary to ensure compliance with Applicable Regulations, market rules, or any relevant legal obligations;

(d) where such refusal is deemed necessary to protect the Client's interests.

### 38. Multiple Account Holders

- 38.1 In the case of a joint Client Account, the Company may act on the instructions of any one of the joint account holders, including but not limited to instructions to:
- (a) withdraw funds from the account;
- (b) request or receive information relating to the account;
- (c) close the Client Account.
- 38.2. The Company may refuse to act on instructions relating to a joint Client Account in the following circumstances:
- (d) if there is a suspicion of fraud or other criminal activity;
- (e) if the instruction is unclear, ambiguous, or contradictory;
- (f) if the Company becomes aware of, or suspects, a dispute between the joint account holders, whether or not such dispute relates directly to the instruction.
- 38.3 All debts, liabilities, and obligations arising under this Agreement shall be joint and several for each of the joint account holders. This means the Company may demand repayment of the entire debt or obligation from any or all of the joint account holders, regardless of their individual contributions or awareness of such debt.

### 39. Deceased Clients

39.1 In the event the Company is notified of the death of a Client, it will require formal evidence of death, such as an original or certified copy of the

death certificate or an equivalent document issued in the local jurisdiction. The Company reserves the right to request additional documentation as it deems necessary. Upon verification, the affected Account(s) shall be subject to closure.

39.2 Where all account holders of a joint Client Account are deceased, the Company will immediately freeze the affected Account(s). These Terms shall remain binding on the estate(s) of the deceased until the Account(s) are formally closed.

39.3 In the case of a joint Client Account, where one of the joint account holders dies, all funds held by the Company or its Nominee(s) shall remain under the control of the surviving account holder(s), who shall also bear any obligations or liabilities owed to the Company. If the joint account was subject to joint instruction (i.e., instructions must be given by more than one account holder), the Company will only act upon instructions from the surviving account holder(s) after receiving a formal notice of death and any other documentation reasonably requested.

39.4 Upon receipt of a grant of probate or letters of administration (or the equivalent document under applicable law in the relevant jurisdiction), the Company will accept instructions from the duly appointed Personal Representative(s) of the deceased Client.

39.5 Prior to receiving the official grant of probate or equivalent documentation, the Company may, at its sole discretion, accept instructions from a person claiming to be the deceased's Personal Representative if the Company is satisfied that:

(a) the person has the proper authority to act in that capacity; and

(b) either:

- (i) the identified beneficiaries of the deceased's estate have confirmed in writing that the instruction will not adversely affect their interests, that the estate is solvent, and that any known creditors have been or will be paid; and/or
- (ii) the instruction relates to the payment of inheritance tax, or is otherwise necessary to preserve the value of the estate, in the sole judgment of the Personal Representative(s).

In such cases, the Company may require a written undertaking from the Personal Representative(s) to indemnify the Company for any loss it may incur as a result of acting on such instructions.



#### Appendix 1 – Financial Instruments "CFD" Trading Terms

#### 1. Scope

This Appendix applies solely to Clients trading Contracts for Differences (CFDs) through the Company. It supplements the Client Agreement and outlines specific conditions applicable to CFD trading.

### 2. Types of CFD Orders

Depending on the account type and platform functionality, the following order types may be available:

- (a) Market Buy / Market Sell
- (b) Buy Limit / Sell Limit
- (c) Buy Stop / Sell Stop
- (d) Stop Loss / Take Profit
- (e) Expiry Date
- (f) Trailing Stop
- (g) Any other order types introduced by the Company and made available through the Client Area.

### 3. Placing, Cancelling or Removing Orders and Execution of Client Orders

- 3.1. Orders may be submitted, and where applicable amended or cancelled during trading hours, as defined on the Company's Website (Client Area), subject to the order type and execution status.
- 3.2. Pending Orders remain in effect until executed or cancelled, unless otherwise specified by the Client or unless automatically deleted due to insufficient Equity, Stop-Out triggers, or expiry, where applicable.
- 3.3. Market Orders may be rejected or partially filled depending on available market liquidity. The Company does not guarantee full execution at the requested price under all market conditions.
- 3.4. The Company executes Client Orders strictly as instructed, either on an own-account basis or by transmitting them to a liquidity provider. The Company is not responsible for verifying the accuracy or suitability of Client instructions.
- 3.5. All Orders are subject to market execution and may be affected by Slippage, both positive and negative. The Company applies symmetrical Slippage and Negative Balance Protection in accordance with applicable regulatory obligations.
- 3.6. The Client acknowledges that open spot CFD positions may be rolled over to the next trading day, while forward CFD contracts may be subject to expiry and automatic rollover, unless otherwise specified by the Company.



- 3.7. The Company may, in its sole discretion and where appropriate, reject, cancel, or delay the execution of any Order due to market conditions, risk management considerations, trading limits, technical issues, or regulatory restrictions.
- 3.8. It remains the Client's responsibility to monitor open positions, ensure sufficient Margin is maintained, and take appropriate risk management actions in relation to Orders placed or pending.

#### 4. Pricing and Quotes

- 4.1. Quotes made available on the Company's trading platform are derived from pricing sources, such as external liquidity providers and/or aggregated market data, and reflect prevailing market conditions. The Company does not act as a quoting market maker but applies a matched principal or straight-through processing (STP) model, where applicable.
- 4.2. The Client acknowledges that all Quotes are indicative and non-binding until execution. Due to market volatility, illiquidity, or delays in transmission, the final execution price may differ from the last displayed Quote. The Company applies symmetrical slippage, which may result in execution at a better or worse price compared to the requested one.
- 4.3. In periods of low liquidity, market disruption, or abnormal market conditions, the Company may be unable to provide a Quote or may suspend quoting temporarily. The Company reserves the right to reject an Order if no executable price is available at the time of request.
- 4.4. Outside of regular trading hours, the Company may display indicative prices that are not executable and serve informational purposes only. These may not accurately reflect the market price and shall not be relied upon for trading decisions.
- 4.5. The Company does not guarantee that Quotes will be provided on a continuous basis and bears no liability for any loss arising from temporary unavailability or inaccuracy of Quotes, unless caused by gross negligence, fraud or willful misconduct.

#### 5. Trading Costs

- 5.1. CFD trading may be subject to spreads, commissions, overnight financing (swaps), margin requirements, leverage conditions, and other applicable charges. These are disclosed in the Company's Website and/or Client Area, including but not limited to contract specifications, swap rates, margin thresholds, trading hours, and other trading parameters. Clients are responsible for reviewing this information prior to trading.
- 5.2. Charges are subject to change and communicated in accordance with the Client Agreement.

### 6. Swaps and Rollover

6.1. For CFD positions held open beyond the end of the trading day, the Company applies a swap or rollover adjustment. This adjustment may result in a charge or credit, depending on the direction of the position and the characteristics of the underlying asset.



- 6.2. Swap amounts and rollover frequency vary across instruments and depend on market conditions, settlement practices, and trading hours.
- 6.3. Relevant information on swap application, calculation methodology, and any applicable adjustments is made available through the Company's Website or Client Area.
- 6.4. The Client remains responsible for assessing how overnight financing may affect their trading strategy and for monitoring applicable conditions on an ongoing basis.

#### 7. Contract Size and Lot Types

- 7.1. Each Contract for Difference (CFD) is traded in predefined lot sizes, which may include micro, mini, or standard lots, depending on the specific characteristics of the instrument and the account type.
- 7.2. The minimum and incremental trade sizes may vary by instrument and are subject to the technical parameters of the Company's trading platform.

#### 8. Margin and Leverage

- 8.1. The Company applies margin and leverage requirements in accordance with applicable regulations, internal risk-based methodologies, and the Client's categorisation under the Client Categorisation Policy.
- 8.2. The maximum permitted leverage and applicable margin requirements may vary depending on the type of Client (Retail or Professional), the class of the underlying asset, the volatility of the market, and other risk factors. Relevant leverage ranges are governed by the Company's Leverage Policy and disclosed in accordance with the Product Governance Policy.
- 8.3. Margin requirements applicable to specific instruments and accounts are made available via the trading interface or upon request. The Company reserves the right to amend such requirements at any time, particularly in response to market conditions or regulatory updates. The Client shall be notified of such changes in accordance with the Agreement.
- 8.4. It is the Client's sole responsibility to monitor available margin at all times and to ensure that their account maintains sufficient margin to support open positions. The Company is under no obligation to issue a margin call prior to taking protective action.
- 8.5. If the Client's equity falls below the required maintenance margin level, the Company may, at its discretion and without prior notice, begin to close one or more open positions (Stop-Out), starting from those with the highest losses, in order to protect the account from further deficit.
- 8.6. Margin must be held in the base currency of the Client's account and may not be pledged, assigned, or transferred to any third party without the prior written consent of the Company.



### 9. Swap-Free Accounts

- 9.1. Swap-Free Accounts may be provided upon request, subject to the Company's approval and applicable conditions.
- 9.2. No interest-based swaps will apply; however, alternative administration fees may be charged and disclosed in the Product Specifications.
- 9.3. Clients may not use Swap-Free Accounts to hold long-term positions or for arbitrage. Abuse may lead to retroactive swap charges or account conversion.
- 9.4. Hedging identical CFD contracts in Swap-Free Accounts is not permitted.

### 10. Responsibility and Risk Disclosure

- 10.1. The Client is solely responsible for managing their Orders, open positions, and trading strategy, as well as for any decisions made in the course of trading.
- 10.2. The use of automated platform features, including but not limited to Expert Advisors, Trailing Stops, and other algorithmic tools, is entirely at the Client's own discretion and risk. The Company bears no responsibility for the outcomes of such usage.
- 10.3. The Client acknowledges that under conditions of high market volatility or low liquidity, Orders—including Stop Loss orders—may be executed at prices less favourable than expected, which may result in losses exceeding projected levels.
- 10.4. The Client confirms that they have read and understood the Company's Risk Disclosure Policy and accept the risks associated with CFD trading.

## **IN2MARKETS LTD**

Incorporated in the Republic of Cyprus (Registration no. HE 333743)
Authorised and regulated by the Cyprus Securities and Exchange Commission Licence no. 263/14

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