

Bank of Cyprus



BOC ETRADER

GENERAL BUSINESS TERMS

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1. Definitions - Interpretation of Terms

1.1 In these General Business Terms (hereinafter the “Terms”) the following terms shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

- 1.1.1. “Account” shall mean a transaction account of the Client at Bank of Cyprus;
- 1.1.2. “Account Statement” shall mean a periodic statement of the transactions credited or debited to an Account;
- 1.1.3. “Account Summary” shall mean a statement of the Client's securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;
- 1.1.4. “Agent” shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;
- 1.1.5. “Authorized Person” shall mean a person authorized by the Client to give instructions to Bank of Cyprus;
- 1.1.6. “Bank of Cyprus Group” shall mean all entities, including headquarters, branches, subsidiaries, representative offices and any other entities forming part of the Bank of Cyprus group of companies.
- 1.1.7. “Bank of Cyprus” shall mean Bank of Cyprus Public Company Ltd. P.O.BOX 21472 1599 Nicosia, Cyprus or any branch hereof;
- 1.1.8. “Best Execution Policy” shall mean Bank of Cyprus’s prevailing policy available on the website of the bank regarding best execution when executing client orders;
- 1.1.9. “Business Day” shall mean any day on which banks are open for business in Cyprus;
- 1.1.10. “CFD Contract” or “CFD” shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;
- 1.1.11. “Client” shall mean the individual person or legal entity being a customer of Bank of Cyprus;
- 1.1.12. “Commission, Charges & Margin Schedule” shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by Bank of Cyprus on a current basis. The Commission, Charges & Margin Schedule is available on the Trading Platform under 'Trading Conditions' and may be supplied to the Client on demand;
- 1.1.13. “Conflict of Interest Policy” shall mean Bank of Cyprus Group Treasury’s prevailing policy regarding conflicts of interest which is available at the website of the bank;
- 1.1.14. “Contract” shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by Bank of Cyprus with the Client;

- 1.1.15. "Counterparties" shall mean banks and/or brokers through whom Bank of Cyprus may cover its Contracts with Clients or with whom Bank of Cyprus otherwise deals in relation to Clients' transactions;
- 1.1.16. "Events of Default" shall have the meaning given to this term in Clause 18;
- 1.1.17. "FIFO" is an abbreviation of "First in - First Out" and refers to the fact that in case one or more Contracts with the same characteristics shall be closed, Bank of Cyprus will as a point of departure close the older Contract first;
- 1.1.18. "Inside Information" shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;
- 1.1.19. "Introducing Broker" shall mean a financial institution or advisor which is remunerated by Bank of Cyprus and/or clients for referral of clients to Bank of Cyprus and/or for provision of advice to such Clients and/or execution of such Clients' transactions towards Bank of Cyprus;
- 1.1.20. "Margin Trade" shall mean a Contract opened and maintained based on a margin deposit as opposed to a Contract based on a purchase price;
- 1.1.21. "Market Maker" shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for a financial instrument in order to buy and sell respectively in the event of interested Clients. Being a Market Maker Bank of Cyprus is in relation to a transaction the Client's immediate counterpart;
- 1.1.22. "Market Rules" shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;
- 1.1.23. "Net Free Equity" is a basis of calculation of interest which is calculated in accordance with the definition specified in Bank of Cyprus's Commission, Charges & Margin Schedule
- 1.1.24. "OTC" shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future or CFD which is not traded on a regulated stock or commodity exchange but "over the counter" by Bank of Cyprus whether as a Market Maker as described in Clause 13 or otherwise;
- 1.1.25. "Principal" shall mean the individual person or the legal entity which is a party to a transaction;
- 1.1.26. "Security" shall mean any securities or other assets deposited with Bank of Cyprus by the Client;
- 1.1.27. "Services" shall mean the services to be provided by Bank of Cyprus in connection with the Bank of Cyprus e-Trader platform subject to these Terms;
- 1.1.28. "Settlement/Trade Confirmation" shall mean a notification from Bank of Cyprus to the Client confirming the Client's entry into a Contract;

- 1.1.29. "Terms" shall mean these General Business Terms governing the Client relationship between the Client and Bank of Cyprus as regards the Bank of Cyprus e-Trader platform and any transactions executed thereon;
- 1.1.30. "Trading Platform" shall mean any online trading platform made available by Bank of Cyprus under the Terms;
- 1.1.31. "Negative Balance Protection" shall mean the protection provided by Bank of Cyprus that applies to accounts of retail clients that hold an open FX Spot position(s) and will apply to any loss incurred by the FX Spot position(s) after any/all approved collateral (if applicable) on account has been used, including cash deposits. Bank of Cyprus will reimburse the negative cash amount once all position(s) held on account settle. The reimbursement will reset the account value to zero.

- 1.2 If there is any conflict between the Terms and relevant Market Rules, the Market Rules shall prevail.
- 1.3 In the Terms any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.
- 1.4 Headings and notes in the Terms are for reference only and shall not affect the contents and interpretation of the Terms.
- 1.5 In the Terms references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).
- 1.6 These Terms supplement the Agreement for the Provision of Investment Services and Ancillary Services entered into between Bank of Cyprus and the Client (the "Investment Services Agreement"), and apply solely to the Trading Platform and transactions executed thereon. If there is any conflict between these Terms and the Investment Services Agreement, then, provided that the matter relates to the Bank of Cyprus e-Trader platform or one or more transactions executed thereon, these Terms shall prevail; all other products and services offered by Bank of Cyprus are solely governed by the Investment Services Agreement and other applicable documentation (not including, for the avoidance of doubt, these Terms).

2. Risk Acknowledgement

- 2.1 The Client acknowledges, recognizes and understands that trading and investments in leveraged as well as non-leveraged Contracts is:
 - 2.1.1 highly speculative;
 - 2.1.2 may involve an extreme degree of risk; and
 - 2.1.3 is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit. Negative Balance Protection applies only to retail client accounts as indicated in clause 1.1.31 above.
- 2.2 The Client acknowledges, recognizes and understands that:
 - 2.2.1 because of the low margin normally required in Margin Trades, price changes in the underlying asset may result in significant losses, which may substantially exceed the Client's investment and margin deposit;

- 2.2.2 when the Client directs Bank of Cyprus to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;
- 2.2.3 the Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of trading in speculative investments;
- 2.2.4 the Client agrees not to hold Bank of Cyprus responsible for losses incurred as a consequence of Bank of Cyprus carrying the Client's account and following its recommendations or suggestions or those of its employees, associates or representatives, unless Bank of Cyprus has exercised gross negligence in connection herewith;
- 2.2.5 the Client is aware of the fact that unless it is otherwise specifically agreed, Bank of Cyprus shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, Bank of Cyprus cannot be held responsible for the transactions developing differently from what the Client might have presupposed and/or to the disadvantage of the Client;
- 2.2.6 the Client accepts that guarantees of profit or freedom from loss are impossible in investment trading;
- 2.2.7 the Client accepts that the Client has received no such guarantees or similar representations from Bank of Cyprus, from an Introducing Broker, or representatives hereof or any other entity with whom the Client is conducting a Bank of Cyprus account.

3. Services

3.1 Subject to the Client fulfilling its obligations under the Terms, Bank of Cyprus may enter into transactions with the Client in the following investments and instruments:

- 3.1.1 Futures and CFDs on commodities, securities, interest rate and debt instruments, stock or other indices, currencies and base and precious metals;
- 3.1.2 spot and forward bullion, currencies, and OTC derivatives;
- 3.1.3 securities, including shares, bonds, and other debt instruments, including government and public issues;
- 3.1.4 options and warrants to acquire or dispose of any of the instruments above, including options on options;
- 3.1.5 managed assets whether as OTC or stock exchange traded instruments; and
- 3.1.6 such other investments as Bank of Cyprus may from time to time agree.

3.2 The Services provided by Bank of Cyprus may involve:

- 3.2.1 margined transactions;
- 3.2.2 short sales (i.e. sales where one party to the Contract is obliged to deliver an asset which it does not possess); or
- 3.2.3 transactions in instruments which are: traded on exchanges which are not recognized or designated investment exchanges; and/or not traded on

any stock or investment exchange; and/or not immediately and readily realizable.

3.3 Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop orders to trade when the price reaches a predefined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with “Bank of Cyprus’s Best Execution Policy” and are not guaranteed executable at the specified price or amount, unless explicitly stated by Bank of Cyprus for the specific order. For further information on order types please refer to Bank of Cyprus’s website.

3.4 In relation to any transaction or Contract, Bank of Cyprus will effect such transaction or Contract as Principal unless it is specifically agreed that Bank of Cyprus shall act as Agent for the Client.

3.5 The Client shall, unless otherwise agreed in writing, enter into Contracts as Principal. If the Client acts as Agent, regardless of whether the Client identifies the Principal to Bank of Cyprus, Bank of Cyprus shall not be obliged to accept the said Principal as a client, and consequently Bank of Cyprus shall be entitled to consider the Client as Principal in relation to the Contract.

3.6 In the event Bank of Cyprus provides advice, information or recommendations to the Client Bank of Cyprus shall not be responsible for the profitability of such advice, information or recommendation as further stipulated in Clause 20, and the Client acknowledges, recognizes and understands that:

- 3.6.1 all transactions in exchange-traded investments and many Contracts will be effected subject to, and in accordance with Market Rules;
- 3.6.2 Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation;
- 3.6.3 if any exchange or clearing house takes any action which affects a transaction or Contract, directly or indirectly, then Bank of Cyprus is entitled to take any action relevant to the situation and reasonable to the parties in the interests of the Client and/or Bank of Cyprus;
- 3.6.4 Bank of Cyprus shall not be liable for any loss as further stipulated in clause 20.3 and suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by Bank of Cyprus as a result of such acts or omissions unless Bank of Cyprus has exercised gross negligence in connection hereby;
- 3.6.5 where any transaction is effected by Bank of Cyprus as Agent for the Client, delivery or payment (as appropriate) by the other party to the transaction shall be at the Client’s entire risk;
- 3.6.6 Bank of Cyprus’s obligation to deliver investments to the Client or to account to the Client or any other person on the Client’s behalf for the

proceeds of sale of investments shall be conditional upon receipt by Bank of Cyprus of deliverable documents or sale proceeds (as appropriate) from the other party or parties to the transaction;

- 3.6.7 Bank of Cyprus may, without prior notice, in whole or in part, on a permanent or temporary basis withdraw any account facility provided by Bank of Cyprus to the Client. Situations where Bank of Cyprus may take such action include situations where:
- (a) Bank of Cyprus considers that the Client may be in possession of Inside Information;
 - (b) Bank of Cyprus considers that there are abnormal trading conditions;
 - or
 - (c) Bank of Cyprus is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information.

Bank of Cyprus informs the Client of the withdrawal and the reasons for it, where possible, before the withdrawal, and, if this is not possible, immediately thereafter, unless giving such information would compromise objectively justifiable security reasons.

3.7 Normally Bank of Cyprus shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.

3.8 Notwithstanding any other provision of the Terms, in providing its Services, Bank of Cyprus shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.

4. Dealings between Bank of Cyprus and the Client

4.1 The Client may provide Bank of Cyprus with oral or written instructions (which shall include instructions provided via the internet or by e-mail as described below). Bank of Cyprus shall acknowledge the reception of the instructions orally or in writing, as appropriate.

4.2 The Client shall inform Bank of Cyprus in writing in a form acceptable to Bank of Cyprus of the person or persons to whom the Client has granted a Power of Attorney to instruct Bank of Cyprus on behalf of the Client. If the Client at any time wishes to revoke such a Power of Attorney, to change the extent of the Power of Attorney, or grant Power of Attorney to a different person this shall also be informed to Bank of Cyprus in writing in a form acceptable to Bank of Cyprus. Bank of Cyprus is in accordance with general rules regarding Powers of Attorney entitled to receive instructions from any person authorized by the Client as well as persons who appear authorized.

4.3 The Trading Platform provides a possibility for execution of certain Contracts. Furthermore, details regarding Accounts, Settlement/Trade Confirmations, client

classification, and messages from Bank of Cyprus to the Client are available on the Trading Platform. In addition to the terms listed on Bank of Cyprus website, the following terms apply to Contracts executed on the internet:

- 4.3.1 Bank of Cyprus shall not undertake the risk towards Client for any loss, expense, cost or liability suffered or incurred by the Client due to failure of the system, transmission failure or delays or similar technical errors unless Bank of Cyprus has exercised gross negligence in connection herewith;
- 4.3.2 Bank of Cyprus may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and Bank of Cyprus the price offered by Bank of Cyprus may have changed before an order from the Client is received by Bank of Cyprus. If automatic order execution is offered to the Client, Bank of Cyprus shall be entitled to change the price on which the Client's order is executed to the market value at the time at which the order from the Client was received;
- 4.3.3 The Trading Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available etc. Bank of Cyprus shall not be liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client using a version different from Bank of Cyprus's standard version with all available updates installed;
- 4.3.4 The Client shall be responsible for all orders, and for the accuracy of all information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client;
- 4.3.5 The Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's trading facilities;
- 4.3.6 The Client shall be liable to Bank of Cyprus for Contracts executed by means of the Client's password even if such use might be unauthorized or wrongful;
- 4.3.7 Regardless of the fact that the Trading Platform might confirm that a Contract is executed immediately when the client transmits instructions via the Trading Platform, it is the Settlement/Trade Confirmation forwarded by Bank of Cyprus or made available to the Client on the Trading Platform which alone constitute Bank of Cyprus's confirmation of execution.
- 4.3.8 Where the Client applies for an additional username and password to enable another person to access the Client's account, that person will have full authority to view the Client's accounts on the Trading Platform and to place transactions on those accounts on behalf of the Client. The Client will be bound by all trades placed using the additional username and password issued as if the Client had placed those trades himself, and will be responsible for ensuring that the additional username and password are kept confidential.

4.4 Any instruction sent via the Trading Platform or by e-mail by the Client shall only be deemed to have been received and shall only then constitute a valid

instruction and/or binding Contract between Bank of Cyprus and the Client when such instruction has been recorded as executed by Bank of Cyprus and confirmed by Bank of Cyprus to the Client through the Settlement/Trade Confirmation and/or Account Statement, and the mere transmission of an instruction by the Client shall not constitute a binding Contract between Bank of Cyprus and the Client.

- 4.5 The Client shall promptly give any instructions to Bank of Cyprus, which Bank of Cyprus may require. If the Client does not give such instructions promptly, Bank of Cyprus may, at its reasonable discretion, take such steps at the Client's cost, as Bank of Cyprus considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations when Bank of Cyprus is unable to obtain contact with the Client.
- 4.6 If the Client does not provide Bank of Cyprus with notice of its intention to exercise an option or another Contract which requires an instruction from the Client at the time stipulated by Bank of Cyprus, Bank of Cyprus may treat the option or Contract as abandoned by the Client. If a Contract can be prolonged on expiry, Bank of Cyprus may at its reasonable discretion chose to prolong or to close such Contract.
- 4.7 Bank of Cyprus may (but shall not in any circumstances be obliged to) require confirmation in such form as Bank of Cyprus may reasonably request if an instruction is to close an Account or remit money due to the Client or if it appears to Bank of Cyprus that such confirmation is necessary or desirable.
- 4.8 Pursuant to general rules regarding power of attorney the Client is accountable to Bank of Cyprus for losses which Bank of Cyprus may suffer as a result of instructions from a person who has explicitly or tacit power of attorney to give Bank of Cyprus instructions on behalf of the Client.
- 4.9 Bank of Cyprus may refuse to act upon any instruction from any person authorized by the Client if Bank of Cyprus can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area, usual market practice, including but not limited to legislation on money laundering or insider trading, or if the disposal by Bank of Cyprus's reasonable discretion will put the Clients and/or the bank's economic solidity at risk.
- 4.10 In general, Bank of Cyprus shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act consistent with the bank's Best Execution Policy. However if, after instructions are received, Bank of Cyprus believes that it is not reasonably practicable to act upon such instructions within a reasonable time, Bank of Cyprus may defer acting upon those instructions until it is, in Bank of Cyprus's reasonable opinion, practicable to do so or notify the Client that Bank of Cyprus is refusing to act upon such instructions.

4.11 It is possible that errors may occur in the prices of transactions quoted by Bank of Cyprus. In such circumstances, without prejudice to any rights it may have under Cyprus law, Bank of Cyprus shall not be bound by any Contract which purports to have been made (whether or not confirmed by Bank of Cyprus) at a price which:

- 4.11.1 Bank of Cyprus is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or
- 4.11.2 Was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction.
- 4.11.3 In which case Bank of Cyprus reserves the right to either 1) cancel the trade altogether or 2) correct the erroneous price at which the trade was done to either the price at which Bank of Cyprus hedged the trade or alternatively to the historic correct market price.

4.12 Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as “sniping”) are not accepted by Bank of Cyprus. Provided that Bank of Cyprus can document that there on the time of the conclusion of the trade were errors in prices, commissions, or in the Trading Platform, and provided Bank of Cyprus can render probable that the Client, based on its trading strategy or other provable behavior, deliberate and/or systematically has exploited or attempted to exploit such an error, Bank of Cyprus is entitled to take one or more of the following countermeasures:

- 4.12.1 Adjust the price spreads available to the Client;
- 4.12.2 Restrict the Client’s access to streaming, instantly tradable quotes, including providing manual quotation only;
- 4.12.3 Retrieve from the Client’s account any historic trading profits gained through such abuse of liquidity at any time during the client relationship; and/or
- 4.12.4 Terminate the client relationship immediately by giving written notice.

4.13 If the Client is more than one person (for example, joint accountholders):

- 4.13.1 the liabilities of each such person shall be direct, joint and several;
- 4.13.2 Bank of Cyprus may act upon instructions received from any one person who is, or appears to Bank of Cyprus to be, such a person, whether or not such person is an Authorized Person;
- 4.13.3 any notice or other communication provided by Bank of Cyprus to one such person shall be deemed to have been provided to all such persons; and
- 4.13.4 the rights of Bank of Cyprus under Clause 18 shall apply if an event described in Clause 18 shall be deemed to have occurred in respect of any one of such persons.

4.14 The Client agrees that Bank of Cyprus may record all telephone conversations, internet conversations (chat), and meetings between the Client and Bank of Cyprus and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or

court of law) to whom Bank of Cyprus at its reasonable discretion sees it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between Bank of Cyprus and the Client. However, technical reasons may prevent Bank of Cyprus from recording a conversation, and recordings or transcripts made by Bank of Cyprus will be destroyed in accordance with Bank of Cyprus's normal practice. Consequently, the Client should not rely on such recordings to be available.

- 4.15 When the Client instructs Bank of Cyprus to enter into a position opposite to one or more of the Client's open positions, Bank of Cyprus will close out the opposite position in accordance with the FIFO principles unless the position has related orders or otherwise agreed.
- 4.16 The Client acknowledges that Bank of Cyprus has the right to, but not the obligation to close directly opposite positions. This applies not only when the positions are held on the same account, but also when they are held on separate accounts.
- 4.17 If the Client operates several Accounts (or sub-accounts) and opposite positions are opened on different Accounts (or sub-accounts), Bank of Cyprus shall not close out such positions. The Client is specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such rollover.
- 4.18 The right to use the Trading Platform is personal, and the Client shall not allow other persons to use his user ID and/or his password. If the Client wants to allow a third party to trade on the Client's account, the Client shall issue a separate power of attorney to the relevant third party. The power of attorney shall be written on one of Bank of Cyprus's power of attorney forms. The issue of the power of attorney shall be approved by Bank of Cyprus. A personal user ID and password shall be provided to the holder of the power of attorney by Bank of Cyprus.
- 4.19 Where the Client has placed an order which he subsequently regrets, the Client may request that the order be cancelled up until the time of execution. The Client is aware that Bank of Cyprus is under no obligation to cancel the order. A request for cancellation or an order can be made via the Trading Platform or by calling Bank of Cyprus. Requests concerning cancellation of orders generated when the margin is exceeded can only be made by telephone. An order shall not be considered to be cancelled until the Client has received a written confirmation from Bank of Cyprus.

5. Money Transfers To The Client's Account at Bank of Cyprus

- 5.1 Transfers of funds into the client's trading account can only take place from the client's own accounts held with the Bank of Cyprus.

- 5.2 The Client is made aware, that special events as described in Clause 26.4 can cause the booking of the money to be delayed by up to three Business Days from the day that Bank of Cyprus receives it.
- 5.3 When the Client transfers money between two accounts held with Bank of Cyprus the money is booked on both accounts on the day of the transfer.
- 5.4 The Client may expect that the money is available on the account after twelve o'clock on the following day it is booked.

6. Margins, Security, Payments and Delivery

- 6.1 The Client shall pay to Bank of Cyprus on demand:
- 6.1.1 such sums of money by way of deposits, or as initial or variation margin as Bank of Cyprus may require. In the case of a Contract effected by Bank of Cyprus on an exchange, such margin shall be not less than the amount or percentage stipulated by the relevant exchange plus any additional margin that Bank of Cyprus at its reasonable discretion may require;
 - 6.1.2 such sums of money as may from time to time be due to Bank of Cyprus under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account; and
 - 6.1.3 such sums of money as Bank of Cyprus may from time to time require as security for the Client's obligations to Bank of Cyprus.
 - 6.1.4 any amount to maintain a positive cash-balance on any and all Account(s).
- 6.2 If the Client makes any payment which is subject to any price fluctuations, withholding or deduction, the Client shall pay to Bank of Cyprus such additional amount to ensure that the amount actually received by Bank of Cyprus will equal the full amount Bank of Cyprus would have received had no price fluctuations, withholding or deduction been made.
- 6.3 Payments into the Client's account are deposited by Bank of Cyprus on the condition of Bank of Cyprus receiving the amount in question. This shall apply irrespective of whether it has been explicitly stated in receipts or other notices of or requests for payment.
- 6.4 With the prior written agreement of Bank of Cyprus on each occasion, the Client may deposit Security with Bank of Cyprus or provide Bank of Cyprus with a guarantee or indemnity from a person and in a form acceptable to Bank of Cyprus instead of cash for the purpose of complying with its obligations. The Client is made specifically aware that Bank of Cyprus at its reasonable discretion may determine the value by which Security shall be registered and consequently contribute to Bank of Cyprus's demand towards the Client and Bank of Cyprus may continuously change such value of the Security without prior notice to the Client.

- 6.5 The Client is made aware that securities held or deposited on the Client's account with Bank of Cyprus the Client cannot put up as collateral or guarantee for any of the Client's obligations towards a third party other than entities in the Bank of Cyprus Group.
- 6.6 Any Security will be held by an intermediate broker or eligible custodian, appointed by Bank of Cyprus, and the intermediate broker or eligible custodian shall be responsible for claiming and receiving all interest payments, income and other rights accruing to the Client.
- 6.7 Bank of Cyprus is with the Client's specific consent entitled to:
- 6.7.1 pass on any money or Security received from the Client in order to satisfy Bank of Cyprus obligations to any third party;
 - 6.7.2 charge, pledge or grant any security arrangement over Security in order to satisfy Bank of Cyprus obligations to any third party in which case the Security may or may not be registered in the Client's name;
 - 6.7.3 lend Security to any third party in which case the Security may or may not be registered in the Client's name; and
 - 6.7.4 return to the Client other Security than the original Security.
- 6.8 Bank of Cyprus shall not be obliged to account to the Client for any income received by Bank of Cyprus as a result of carrying out any of the activities described in this Clause.
- 6.9 The Client shall be obliged to promptly deliver any money or property deliverable by it under a Contract in accordance with the terms of that Contract and with any instructions given by Bank of Cyprus for the purpose of enabling Bank of Cyprus to perform its obligations under any corresponding Contract entered into between Bank of Cyprus and a third party.
- 6.10 If the Client fails to provide any margin, deposit or other sum due under the Terms in respect of any transaction Bank of Cyprus may close any open position without prior notice to the Client and apply any proceeds thereof to payment of any amounts due to Bank of Cyprus. This is further regulated in Clause 7.2 and Clause 18.
- 6.11 If the Client fails to make any payment when it falls due, the Client shall pay interest (from the due date and until payment takes place) on the outstanding amount at the rate stated in the Commission, Charges & Margin Schedule (cf. Clause 10.3)
- 6.12 The Client is advised that Bank of Cyprus shall have the right, in addition to any other rights it may have under the terms, or under the law in Cyprus in general, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions. Bank of Cyprus will inform the Client as soon as possible regarding such refused orders and the reason for the refusal. Situations

where Bank of Cyprus may exercise such right include, but are not limited to, where:

- 6.12.1 Bank of Cyprus has reason to believe that the Client may be in possession of Inside Information;
- 6.12.2 Bank of Cyprus considers that there are abnormal trading conditions; or
- 6.12.3 the value of the Client's Security (as determined by Bank of Cyprus in accordance with Clause 6.4) falls below the minimum margin requirement as defined in Bank of Cyprus's Commissions, Charges & Margin Schedule.
- 6.12.4 the Client has a negative cash-balance on any Account.

7. Margin Trades

- 7.1 On the date of the opening of a Margin Trade between Bank of Cyprus and the Client, Bank of Cyprus may require the Client to have margin on the Account at least equivalent to Bank of Cyprus's initial margin requirement.
- 7.2 Bank of Cyprus's margin requirement shall apply throughout the term of the Margin Trade. It is the Client's responsibility continuously to ensure that sufficient margin is available on the Account at any time. If practically possible Bank of Cyprus shall notify the Client if the margin requirements are not met. If, at any time during the term of a Margin Trade, the margin available on the Account is not sufficient to cover Bank of Cyprus's margin requirement, the Client is obliged to reduce the amount of open Margin Trades or transfer adequate funds to Bank of Cyprus. Even if the Client takes steps to reduce the size of open Margin Trades or to transfer sufficient funds to Bank of Cyprus, Bank of Cyprus may close one, several or all of the Client's Margin Trades or part of a Margin Trade and/or liquidate or sell securities or other property at the Client's account at its sole discretion without assuming any responsibility towards the Client for such action when margin utilization exceeds 100%
- 7.3 If Bank of Cyprus due to insufficient margin cf. Clause 7.2 may close one, several or all of the Client's Margin Trades, the Client shall expect, unless otherwise agreed and confirmed by Bank of Cyprus that all of the Client's open Margin Trades will be closed.
- 7.4 If the Client has opened more than one Account, Bank of Cyprus is entitled to transfer money or Security from one Account to another, even if such transfer will necessitate the closing of Margin Trades or other trades on the Account from which the transfer takes place.
- 7.5 Bank of Cyprus's general margin requirements for different types of Margin Trades are displayed on Bank of Cyprus's trading platform under the trading conditions section. However, Bank of Cyprus reserves the right to determine specific margin requirements for individual Margin Trades.
- 7.6 The Client is specifically made aware that the margin requirements are subject to change without notice. When a Margin Trade has been opened, Bank of Cyprus is

not allowed to close the Margin Trade at its discretion but only at the Client's instruction or according to Bank of Cyprus's rights under the Terms. However, Bank of Cyprus will increase the margin requirements if Bank of Cyprus considers that its risk on a Margin Trade has increased as compared to the risk on the date of the opening.

8. Accounts

8.1 Bank of Cyprus will make available to the Client a Settlement/Trade Confirmation in respect of any transaction or Contract entered into by Bank of Cyprus with or for the Client and in respect of any open position closed by Bank of Cyprus for the Client. Settlement/Trade Confirmations will normally be available instantly following the execution of the transaction.

8.2 An Account Summary and Account Statement are available to the Client through the Trading Platform. The Account Summary will normally be updated periodically during Bank of Cyprus's opening hours. The Account Statement will normally be updated every Business Day with information for the previous Business Day. By accepting the Terms the Client agrees not to receive any Account Statements or Account Summaries in printed form from Bank of Cyprus other than upon specific request.

8.3 Any notice or other communication to be provided by Bank of Cyprus under the Terms, including Account Statements and Settlement/Trade Confirmations, may be sent by Bank of Cyprus at its option to the Client in electronic form by e-mail or by display on the Client's account summary on the Trading Platform. The Client is obliged to provide Bank of Cyprus with an e-mail address for this purpose. An email message is considered received by the Client when sent from Bank of Cyprus. Bank of Cyprus is not responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from Bank of Cyprus. A message on the Client's account on the Trading Platform is considered received by the Client when Bank of Cyprus has placed the message on the Trading Platform. It is the responsibility of the Client to ensure that the Client's software and hardware setup does not stand in the way of the Client receiving e-mails or get access to the Trading Platform from Bank of Cyprus.

8.4 The Client is obliged to verify the contents of each document, including documents sent in electronic form from Bank of Cyprus. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies Bank of Cyprus in writing to the contrary immediately after having received such document. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Settlement/Trade Confirmation or otherwise a posting on the Client's account, but the Client has not received such confirmation, the Client must inform Bank of Cyprus immediately when the Client ought to have received such confirmation. In the absence of such information the transaction or Contract may at Bank of Cyprus's reasonable discretion be deemed non-existent.

9. Commissions, Charges, and Other Costs

9.1 The Client shall be obliged to pay to Bank of Cyprus the commissions and charges set out in the Cost & Charges Schedule

9.2 Bank of Cyprus may vary such commissions and charges without notice when the change is to the Client's advantage, or the grounds for changes are due to external circumstances beyond Bank of Cyprus's control. Such circumstances are:

9.2.1 Changes in the relationship with Bank of Cyprus's counterparties, which affect Bank of Cyprus's cost structures; and/or

9.2.2 Changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on to the Client by Bank of Cyprus.

9.3 Bank of Cyprus may vary such commissions and charges with one month's notice if:

9.3.1 market conditions, including competitive behavior, call for changes to Bank of Cyprus conditions;

9.3.2 Bank of Cyprus for commercial reasons wishes to change its general cost and pricing structure; and/or

9.3.3 significant particulars of the Client, based on which individual conditions were provided, have changed.

9.4 In addition to such commissions and charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by Bank of Cyprus in connection with any Contract and/or in connection with maintaining the Client relationship.

9.5 Furthermore, Bank of Cyprus shall be entitled to demand that the following expenses are paid separately by the Client:

9.5.1 all extraordinary disbursements resulting from the client relationship e.g. telephone, telefax, courier, and postal expenses in case the Client requests hardcopy Settlement/Trade Confirmations, Account Statements etc. which Bank of Cyprus could have delivered in electronic form;

9.5.2 any expenses of Bank of Cyprus, caused by non-performance by the Client, including a fee determined by Bank of Cyprus in relation to forwarding of reminders, legal assistance etc;

9.5.3 any expenses of Bank of Cyprus in connection with replies to inquiries by public authorities, including a fee determined by Bank of Cyprus in relation to forwarding of transcripts and enclosures and for the preparation of copies;

9.5.4 administration fees in connection with security deposits, and any expenses of Bank of Cyprus in relation to a pledge, if provided, including any insurance premium payments; and

9.5.5 any expenses of Bank of Cyprus in connection with auditor's comments/reports if such is requested by the Client.

9.6 The fees will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. Bank of Cyprus reserves the right to introduce new fees.

9.7 Bank of Cyprus may share commissions and charges with its associates representing a service fee for the provision of the platform technology, the accounts set up, the execution of trades and the cost to roll/carry open positions.

9.8 Bank of Cyprus will upon reasonable request and to the extent possible disclose to the Client the amount of commission, mark-up, mark-down paid by Bank of Cyprus to any associate

9.9 Unless specified otherwise in the Terms, all amounts due to Bank of Cyprus (or Agents used by Bank of Cyprus) under the Terms shall, at Bank of Cyprus's option:

9.9.1 be deducted from any funds held by Bank of Cyprus for the Client; or

9.9.2 be paid by the Client in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

9.10 In respect of any transactions to be effected OTC, Bank of Cyprus shall be entitled to quote prices at which it is prepared to trade with the Client. Save where Bank of Cyprus exercises any rights it may have under the Terms to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.

9.11 Furthermore, the Client acknowledges, recognizes and accepts that the procedures described in Clause 10 and Clause 12 may result in additional indirect costs for the Client

10. Interest and Currency Conversions

10.1 Subject to the Clause below and save as otherwise agreed in writing, Bank of Cyprus shall not be liable to:

10.1.1 pay interest to the Client on any credit balance in any Account or on any other sum held by Bank of Cyprus; or

10.1.2 account to the Client for any interest received by Bank of Cyprus on such sums or in connection with any Contract.

10.2 The Client is entitled to interest on the basis of the Client's positive Net Free Equity in accordance with the terms in Bank of Cyprus's Product Disclosure Statement and the Cost & Charges document.

- 10.3 The Client is obliged to pay interest on the basis of the Client's negative Net Free Equity in accordance with the terms in Bank of Cyprus Product Disclosure Statement and the Cost & Charges document.
- 10.4 Bank of Cyprus may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond Bank of Cyprus's control. Such circumstances are:
- 10.4.1 Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to Bank of Cyprus;
 - 10.4.2 Other changes in the general interest level, including in the money and bond markets, that is of importance to Bank of Cyprus; and/or
 - 10.4.3 Changes in the relationship with Bank of Cyprus's Counterparties, which affect Bank of Cyprus's cost structures.
- 10.5 Bank of Cyprus may vary such interest rates with one month's notice if:
- 10.5.1 market conditions, including competitive behavior, call for a change to Bank of Cyprus conditions;
 - 10.5.2 Bank of Cyprus wishes to change its general commission, fee and pricing structure for commercial reasons; and/or
 - 10.5.3 changes to significant particulars of the Client, based on which individual conditions were provided, occurs.
- 10.6 Bank of Cyprus is entitled, but shall not in any circumstances be obliged, to convert:
- 10.6.1 any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency;
 - 10.6.2 any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than the Client's base currency;
 - 10.6.3 any monies held by Bank of Cyprus for the Client into such other currency as Bank of Cyprus considers necessary or desirable to cover the Client's obligations and liabilities in that currency.
- 10.7 Whenever Bank of Cyprus conducts currency conversions, Bank of Cyprus will do so at such reasonable rate of exchange as Bank of Cyprus selects. Bank of Cyprus shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up is defined in the Commission, Charges & Margin Schedule.

11. Pledge Agreement

- 11.1 Any and all Security transferred to Bank of Cyprus by the Client or held by Bank of Cyprus or by Bank of Cyprus's Counterparties on behalf of the Client is pledged as a security for any liability that the Client may have or get towards Bank of

Cyprus. Without limitation such Security shall comprise the credit balances on Accounts, the securities registered as belonging to the Client on Bank of Cyprus's books, and the value of the Client's open positions with Bank of Cyprus.

11.2 If the Client fails to fulfil any obligation under the Terms, Bank of Cyprus is entitled to sell any pledged Security immediately without any notice or court action. Such sale shall take place by the means that Bank of Cyprus in its reasonable discretion determines and at the price that Bank of Cyprus in its reasonable discretion determines to be the best obtainable.

12. Netting Agreement

12.1 If on any date the same amounts are payable under the Terms by each party to the other in the same currency, then, each party's obligations to make payment of any such amount will be automatically satisfied by netting. If the amounts are not in the same currency, the amounts are converted by Bank of Cyprus in accordance with the principles referred to in Clause 10.

12.2 If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable shall pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.

12.3 If the Client, at any time during the Client relationship, has a negative cash-balance in any Account, Bank of Cyprus is entitled but not obligated to net between the Client's Accounts. The Client shall bear all the charges and any other costs associated with such netting.

12.4 If the Client relationship is terminated according to Clause 18, the claims that the parties have against each other shall be finally discharged by means of netting (closed). The value of open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the parties shall be the difference between the payment obligations of the parties.

12.5 Rates based on which the Contracts shall be closed shall be market rates applicable on the day on which Bank of Cyprus decides to close the Contracts.

12.6 Bank of Cyprus may at its reasonable discretion determine the rates by obtaining an offer from a market maker in the asset in question or by applying rates from electronic financial information systems.

12.7 When determining the value of the Contracts to be netted, Bank of Cyprus shall apply its usual spreads and include all costs and other charges.

12.8 This netting agreement shall be binding towards the estate and creditors of the parties to the client relationship.

13. Market Making

- 13.1 When Bank of Cyprus executes orders as Agent for the Client on a recognized stock or futures exchange, Bank of Cyprus will not be a party to such a trade as such orders will be executed in the trading system of the relevant exchange at the best price and the most favourable conditions available at the time of the order or according to the Client's specific instructions, e.g. in a situation where the Client has chosen to limit the order. Bank of Cyprus will not include any additional spread in the price of the execution achieved for the Client but will be remunerated according to the Commission, Charges & Margin Schedule.
- 13.2 The Client is specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, Bank of Cyprus may act as a Market Maker.
- 13.3 Bank of Cyprus will, upon the Client's written request, in general disclose to the Client whether Bank of Cyprus may act as a Market Maker in a certain instrument.
- 13.4 When acting as a Market Maker, Bank of Cyprus will under normal market circumstances quote the Client bid and ask prices.
- 13.5 In order for Bank of Cyprus to quote prices with the swiftness normally associated with speculative trading, Bank of Cyprus may have to rely on available price or availability information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if Bank of Cyprus has acted in good faith when providing the price to the Client, Bank of Cyprus may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.
- 13.6 The Client accepts that Bank of Cyprus in such markets where Bank of Cyprus acts as Market Maker, may hold positions that are contrary to positions of the Client, resulting in potential conflicts of interest between Bank of Cyprus and the Client, cf. Clause 15.
- 13.7 In markets, where Bank of Cyprus acts as a Market Maker, the Client accepts that Bank of Cyprus has no obligation to quote prices to clients at all times in any given market, nor to quote such prices to clients with a specific maximum spread.
- 13.8 In markets, where Bank of Cyprus acts as a Market Maker, Bank of Cyprus may or may not charge commissions. However, irrespective of whether or not Bank of Cyprus charges any commissions, the Client accepts that Bank of Cyprus will seek to make additional profits out of its performance as a Market Maker and the size

of any such profits may be considerable if and when compared with the Client's margin deposit.

13.9 The Client acknowledges, recognizes and accepts that the price quoted to the Client includes a spread when compared with the price to which Bank of Cyprus may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty. Furthermore, the Client acknowledges, recognizes and accepts that said spread constitutes remuneration to Bank of Cyprus and that such spread not necessarily can be calculated for all Contracts and that such spread will not be specified at the Settlement/Trade Confirmation or otherwise revealed to the Client.

13.10 The Client acknowledges, recognizes and accepts that Bank of Cyprus quotes variable spreads on options. The Client is specifically made aware that variable option spreads are affected by actual market conditions, which are beyond Bank of Cyprus's control. Bank of Cyprus does not guarantee any maximum or minimum quotable option spreads.

13.11 Any commission costs, interest charges, costs associated to and included in the spreads quoted by Bank of Cyprus as a Market Maker in certain markets and other fees and charges will consequently influence the Client's trading result and will have a negative effect on the Client's trading performance compared to a situation if such commission costs, interest charges, costs associated to and included in the spreads did not apply.

13.12 Whilst dealing spreads and commissions are normally considered moderate seen in relation to the value of the assets traded, such costs may be considerable when compared with the Client's margin deposit. As a consequence thereof the Client's margin deposit may be depleted by trading losses that the Client may incur and by the directly visible dealing costs such as commissions, interest charges and brokerage fees as well as the said not visible costs for the Client, caused by Bank of Cyprus's performance as a Market Maker.

13.13 If the Client is an active trader and is undertaking numerous transactions, the total impact of visible as well as not visible costs may be significant. Consequently the Client may have to obtain significant profits in the markets in order to cover the costs associated with trading activities with Bank of Cyprus. For very active Clients, such costs may over time exceed the value of the margin deposited. Normally, when trading margined derivatives, the lower the percentage of the applicable margin rate, the higher the proportion of the costs associated with executing a transaction.

13.14 The Client is specifically made aware that in the area of market making in foreign exchange, OTC foreign exchange options, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by Bank of Cyprus performing in its capacity as a Market Maker.

- 13.15 Bank of Cyprus's performance as a Market Maker may negatively affect the Client's Account with Bank of Cyprus and the said implied costs are neither directly visible nor directly quantifiable for the Client at any time.
- 13.16 Bank of Cyprus is at no time obliged to disclose any details of its performance or income produced as a Market Maker or otherwise related to other commissions, charges and fees.
- 13.17 The Client is specifically made aware that CFD Contracts may be OTC products quoted by Bank of Cyprus whilst operating as a Market Maker and not traded on a recognized stock exchange. As a result, the description of the implied, not visible costs related to Bank of Cyprus' performance as a Market Maker may also apply to any CFD Contract.

14. Aggregation and Split

- 14.1 Bank of Cyprus may execute a client's order in aggregation with another client's order and/or with a transaction for own account, provided the aggregation of orders and transactions will not work overall to the disadvantage of any client whose order is to be aggregated, without excluding the possibility that the effect of aggregation might work to a client's disadvantage in relation to a particular order.

15. Conflicts Of Interest

- 15.1 Bank of Cyprus, its associates or other persons or companies connected with Bank of Cyprus may have an interest, relationship or arrangement that is material in relation to any transaction or Contract effected, or advice provided by Bank of Cyprus, under the Terms. By accepting the Terms and Bank of Cyprus's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that Bank of Cyprus may transact such business without prior reference to any potential specific conflict of interest.

16. Bank of Cyprus's Counterparties

- 16.1 In order to give effect to the Client's instructions, Bank of Cyprus may instruct a Counterparty selected at Bank of Cyprus' discretion and Bank of Cyprus shall do so where the transaction is to be subject to the rules of an exchange or market of which Bank of Cyprus is not a member.
- 16.2 Bank of Cyprus shall not be responsible for errors committed by such Counterparties unless it is proven that Bank of Cyprus has not acted with sufficient care when selecting the Counterparty.

17. Introducing Brokers

- 17.1 The Client may have been referred to Bank of Cyprus by an Introducing Broker. If so, Bank of Cyprus shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will either be acting as an independent intermediary or an Agent for the Client and that no such Introducing Broker shall be authorized to make any representations concerning Bank of Cyprus or the bank's Services.
- 17.2 The Client is specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs as Bank of Cyprus may pay fees or commission to such person.
- 17.3 The Client is also specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs for the client because the Introducing Broker can deduct commissions and fees as well as price or interest/financing rate adjustments for any trade conducted on or allocated to the Client's account either by the Introducing Broker or the Client.
- 17.4 If the Introducing Broker undertakes any deductions from the Client's Trading Account according to any agreement between the Client and the Introducing Broker, Bank of Cyprus has no responsibility as to the existence or validity of such an agreement.
- 17.5 Bank of Cyprus shall have no responsibility or liability to the Client in following the instructions given by the Introducing Broker. Bank of Cyprus is under no obligation to supervise or otherwise know or review the payment instructions or any other acts, including but not limited to the trading, of the Introducing Broker.
- 17.6 The client acknowledges and accepts that frequent transactions may result in a sum total of commissions, fees, price or interest/financing rate adjustments for trades conducted that may be substantial and not necessarily be offset by the net profits, if any, achieved from the relevant trades. The responsibility for correctly assessing whether the size of the total commissions, fees, price or interest/ financing rate adjustments for trades conducted paid from the Client's account makes trading commercially viable, is the combined responsibility of the Client and the Introducing Broker. Bank of Cyprus only acts as the custodian and principal broker, and therefore is not responsible for the size of the commissions and fees as well as price or interest rate paid by the Client.
- 17.7 Any commissions, fees, price or interest/financing rate adjustments for trades conducted may be shared between the Introducing Broker, Bank of Cyprus and third parties according to the Introducing Broker's written instructions and/or at Bank of Cyprus' discretion.

18. Default and Default Remedies

- 18.1 The provisions contained in this Clause supplement any other rights that Bank of Cyprus or any of its associates have according to the Terms, including but not limited to the Pledge Agreement referred to in Clause 11, and furthermore any other rights Bank of Cyprus has according to Cypriot law.
- 18.2 Bank of Cyprus reserves the right to retain, or make deductions from, any amounts which Bank of Cyprus owes to or is holding for the Client if any amounts are due from the Client to Bank of Cyprus or the bank's associates.
- 18.3 The Client authorizes Bank of Cyprus, at Bank of Cyprus's discretion, at any time and without notice, to sell, apply, set-off and/or charge in any manner any or all of the Client's property and/or the proceeds of any of the same of which Bank of Cyprus or any of its associates or Agents has custody or control, in order to discharge any or all of the Client's obligations to Bank of Cyprus or to Bank of Cyprus's associates.
- 18.4 Each and any of the following events shall constitute an Event of Default in relation to all of a Client's Contracts and Margin Trades with Bank of Cyprus (regardless of whether the Event of Default only relates to part of the business with Bank of Cyprus):
- 18.4.1 if the Client fails to make any payment or fails to do any other act required under the Terms or by Bank of Cyprus at its reasonable discretion;
 - 18.4.2 if the Client fails to remit funds necessary to enable Bank of Cyprus to take delivery under any Contract on the first due date;
 - 18.4.3 if the Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date;
 - 18.4.4 if the Client dies or becomes of unsound mind;
 - 18.4.5 if an application is made in respect of the Client for any action pursuant to the Cyprus Bankruptcy Law or any equivalent law applicable to the Client or, if a partnership, in respect of one or more of the partners, or if a company, that a receiver, trustee, administrative receiver or similar officer is appointed;
 - 18.4.6 if a petition is presented for the winding-up or administration of the Client;
 - 18.4.7 if an order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of Bank of Cyprus);
 - 18.4.8 if any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within seven days;
 - 18.4.9 if any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee takes steps to enforce the security or charge;
 - 18.4.10 if any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or

- any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- 18.4.11 if the Client fails to fully comply with obligations under the Terms or any Contract, including refrains from complying with Margin requirements;
- 18.4.12 if any of the representations or warranties given by the Client are, or become, untrue;
- 18.4.13 if Bank of Cyprus or the Client is requested to close a Contract (or any part of a Contract) by any regulatory agency or authority; or
- 18.4.14 if Bank of Cyprus reasonably considers it necessary for its own protection or the protection of its associates.
- 18.5 Upon the existence of an Event of Default, Bank of Cyprus shall at its discretion be entitled to:
- 18.5.1 to sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of Bank of Cyprus or any of its associates or Agents or call on any guarantee;
- 18.5.2 to buy any Security, investment or other property where this is, or is in the reasonable opinion of Bank of Cyprus likely to be, necessary in order for Bank of Cyprus to fulfil its obligations under any Contract and the Client shall reimburse Bank of Cyprus for the full amount of the purchase price plus any associated costs and expenses;
- 18.5.3 to deliver any Security, investment or property to any third party, or otherwise take any action Bank of Cyprus considers to be desirable in order to close any Contract;
- 18.5.4 to require the Client immediately to close and settle a Contract in such manner as Bank of Cyprus may in its reasonable discretion request;
- 18.5.5 to enter into any foreign exchange transaction, at such market rates and times as Bank of Cyprus may determine, in order to meet obligations incurred under a Contract;
- 18.5.6 to re-invoice all or part of any assets standing to the debit or credit of any Account (including commuting Bank of Cyprus's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by Bank of Cyprus at its reasonable discretion) on the date re-invoicing takes place); and
- 18.5.7 to close out all Contracts and net all the Client's and Bank of Cyprus' obligations towards each other as of the date fixed by Bank of Cyprus with effect to third parties.
- 18.6 The Client authorizes Bank of Cyprus to take any or all of the steps described in this Clause without notice to the Client and acknowledges that Bank of Cyprus shall not be responsible for any consequences of it taking any such steps, unless Bank of Cyprus has exercised gross negligence in connection herewith. The Client shall execute the documents and take the action as Bank of Cyprus may request in order to protect the rights of Bank of Cyprus and its associates under the Terms or under any agreement the Client may have entered into with Bank of Cyprus's associates.

18.7 If Bank of Cyprus exercises its rights to sell any Security or property of the Client under this Clause, it will effect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to Bank of Cyprus or to Bank of Cyprus's associates.

18.8 Without prejudice to Bank of Cyprus's other rights under the Terms or under prevailing law, Bank of Cyprus may, at any time and without notice, combine or consolidate any of the accounts maintained by the Client with Bank of Cyprus or any of its associates and off-set any and all amounts owed to, or by, Bank of Cyprus or any of its associates in such manner as Bank of Cyprus at its reasonable discretion may determine.

19. Client Warranties & Representations

19.1 The Client warrants and represents that:

- 19.1.1 it is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to the Terms or any Contract or transaction contemplated by the Terms;
- 19.1.2 it has obtained all necessary consents and has the authority to operate according to the Terms (and if the Client is not an individual person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);
- 19.1.3 investments or other assets supplied by the Client for any purpose shall, subject to the Terms, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;
- 19.1.4 it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and
- 19.1.5 the information provided by the Client to Bank of Cyprus, is accurate and not misleading in any material respect.

19.2 The above warranties and representations shall be deemed to be repeated each time the Client in the future for the duration of the client relationship provides instructions to Bank of Cyprus.

20. Indemnity and Limitations of Liability

20.1 The Client is obliged to compensate Bank of Cyprus for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by Bank of Cyprus as a result of or in connection with:

- 20.1.1 the Client's breach of the Terms;
- 20.1.2 Bank of Cyprus entering into any transaction or Contract; or
- 20.1.3 Bank of Cyprus taking any of the steps which Bank of Cyprus is entitled to take in an Event of Default;

unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of Bank of Cyprus's gross negligence or wilful default.

20.2 This right to compensation shall survive any termination of the Client relationship.

20.3 Bank of Cyprus shall not be liable for:

20.3.1 any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Services unless and to the extent that such Loss is suffered or incurred as a result of Bank of Cyprus's gross negligence or willful default;

20.3.2 any Loss due to actions taken by Bank of Cyprus according to its rights under the Terms, or;

20.3.3 any consequential or other indirect loss suffered or incurred by the Client whether arising from Bank of Cyprus's negligence or otherwise.

20.4 Especially, the Client acknowledges, recognizes and accepts that any market recommendation and any information communicated by Bank of Cyprus does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by Bank of Cyprus to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified and unverifiable. Bank of Cyprus makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

21. Confidentiality And Bank of Cyprus's Disclosure of Information

21.1 Neither party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may in the course of its duties or obtain possession of, and each party shall use all reasonable endeavors to prevent any such disclosure. However, this shall not apply if a party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfill its obligations pursuant to these Terms.

21.2 By accepting the Terms the Client authorizes Bank of Cyprus to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore Bank of Cyprus may disclose requested and relevant information relating to the Client to third parties in or outside Cyprus in order to facilitate the transfer of funds by credit card initiated by Client.

22. Amendments

22.1 Bank of Cyprus is entitled to amend the Terms at any time by giving a notice of minimum 30 days, including but not limited to notice given by e-mail, to the Client. Such changes shall become effective on the date specified in the notice.

23. Termination

23.1 The Client relationship shall remain in force until terminated.

23.2 Either party is entitled to terminate the Client relationship by giving 15 days written notice to the other party. Termination shall not affect any accrued rights and obligations.

23.3 On termination, Bank of Cyprus and the Client undertake to complete all Contracts that are already entered into or under execution and the Terms shall continue to bind both parties in relation to such transactions. Bank of Cyprus is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and it is entitled to postpone such transferring until any and all Contracts between Bank of Cyprus and the Client are closed. Furthermore, Bank of Cyprus is entitled to require the Client to pay any charges incurred in transferring the Client's investments.

24. Complaints and Disputes

24.1 In case the Client has raised a question or a problem with the account executive or another employee of Bank of Cyprus without receiving a satisfactory answer, the Client is entitled to file a written complaint with the Compliance officer of the Bank's Group treasury. The Compliance officer is hereafter obliged to investigate the complaint promptly and fully.

24.2 Without prejudice to any of Bank of Cyprus's other rights under the Terms, in case of a dispute between the Client and Bank of Cyprus over a Margin Trade or alleged Margin Trade or any instruction relating to a Margin Trade, Bank of Cyprus is entitled at its reasonable discretion and without notice to close any such Margin Trade or alleged Margin Trade if Bank of Cyprus reasonably believes such action to be desirable for the purpose of limiting the maximum amount involved in the dispute. Bank of Cyprus shall not be responsible to the Client in connection with any subsequent fluctuations in the level of the relevant Margin Trade. If Bank of Cyprus closes a Margin Trade under this Clause such action shall be without prejudice to Bank of Cyprus's right to contend that such Margin Trade had already been closed by Bank of Cyprus or was never opened by the Client. Bank of Cyprus shall take reasonable steps to inform the Client that Bank of

Cyprus has taken such action as soon as practicable after doing so. Where Bank of Cyprus closes a Margin Trade or alleged Margin Trade in accordance with this Clause, the closing shall be without prejudice to the Client's rights to open a new Margin Trade, provided that such Margin Trade is opened in accordance with the Terms. When calculating margin or other funds required for such Margin Trade, Bank of Cyprus is entitled to do so on the basis that Bank of Cyprus's view of the disputed events or instructions is correct.

25. Governing Law and Choice of Jurisdiction

25.1 These Terms are governed by, and shall be construed in accordance with the Laws of the Republic of Cyprus, and the courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these General Business Terms.

25.2 This Clause shall survive any termination of the Client relationship.

26. Miscellaneous

26.1 If at any time any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

26.2 Bank of Cyprus shall not be liable to the Client for any failure hindrance or delay in performing its obligations under the Terms where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of Bank of Cyprus's website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that Bank of Cyprus is a party to the conflict and including cases where only part of Bank of Cyprus's functions are affected by such events.

26.3 If the Client's combined exposure in one or more margin trades reaches a level which - in case of an adverse market development - may lead to a significant deficit not covered by the Client's deposits and/or margin with Bank of Cyprus, the Bank may in its reasonable discretion

- (i) Increase the margin requirements and/or
- (ii) Reduce the Client's exposure by closing one or more or all of the client's open positions.

- 26.4 Furthermore, Bank of Cyprus is entitled, in its reasonable opinion, to determine that an emergency or an exceptional market condition exists. Such conditions shall include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which Bank of Cyprus relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or Bank of Cyprus's reasonable anticipation of the occurrence of such a movement. In such cases Bank of Cyprus may increase its margin requirements, close any or all of the Client's open Margin Trades and/or suspend or modify the application of all or any of the Terms, including but not limited to, altering the last time for trading a particular Margin Trade, to the extent that the condition makes it impossible or impracticable for Bank of Cyprus to comply with the term in question.
- 26.5 The Client may not assign its rights or delegate any of the Client's obligations under the Terms or according to any Contract to others whereas Bank of Cyprus may assign its rights or delegate its obligations to any regulated financial institution.
- 26.6 For various investments, instruments and groups of Clients, Bank of Cyprus may provide additional business terms.
- The Client acknowledges, understands and accepts that:
- 26.6.1 such business terms made available to Clients shall constitute an addition to the Terms; and
- 26.6.2 the Client should not undertake any transaction unless the business terms applicable for such investment, instrument or group of Clients have been understood and accepted. Transactions undertaken by the Client notwithstanding the above, shall be deemed as had this sub-clause indeed been complied with.
- 26.7 The rights and remedies contained in the Terms are cumulative and not exclusive of any rights or remedies provided by law.
- 26.8 No delay or omission on the part of Bank of Cyprus in exercising any right, power or remedy provided by law or under the Terms, or partial or defective exercise thereof, shall:
- 26.8.1 impair or prevent further or other exercise of such right, power or remedy; or
- 26.8.2 operate as a waiver of such right, power or remedy.
- 26.9 No waiver of pleading a default of a clause in the Terms shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorizing a continuation of the particular breach.

- 26.10 The Client hereby ratifies all transactions with Bank of Cyprus effected prior to the Client's acceptance of the Terms and agrees that the rights and obligations of the Client in respect thereto shall be governed by the Terms.
- 26.11 By accepting the Terms on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorized to act on behalf of such corporation or legal entity and to bind the same to the Terms and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorized to bind the corporation or legal entity, Bank of Cyprus will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify Bank of Cyprus against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against Bank of Cyprus as a result of the signatory holding out to be authorized to act and bind any such corporation or legal entity.
- 26.12 Client shall be able to communicate with Bank of Cyprus in Greek, English or any other language as Bank of Cyprus may offer from time to time.
- 26.13 The Client accepts that Bank of Cyprus may be closed on official bank holidays in Cyprus.

27. Client Classification And Investor Protection

- 27.1 In compliance with MiFID II, Bank of Cyprus classifies its Clients in three main categories: Eligible Counterparties, Professional Clients and Retail Clients.
- 27.2 Clients have the right to request to be reclassified online and thus to increase or decrease the level of regulatory protection afforded, as described in the MiFID Pre-Contractual Information document that is available in Bank of Cyprus website. In order for a Client to be treated as an Eligible Counterparty or a Professional Client (either on an overall level or on a product level), the Client must meet certain specified criteria as provided in MiFID II and – in case of reclassification to Eligible Counterparty – expressly consent to be treated as an Eligible Counterparty.
- 27.3 Bank of Cyprus may on its own initiative (i) treat an Eligible Counterparty as Professional Client or Retail Client, or (ii) treat a Professional Client as Retail Client, and thereby increase the regulatory protection afforded to the respective Client.
- 27.4 The Client's Client Classification is not permanent and the Client shall keep Bank of Cyprus immediately informed of any change in its status or situation which could affect the Client Classification.
- 27.5 The Client acknowledges that the Services that Bank of Cyprus offers to Clients may depend on the client classification, and that all Services may therefore not be available to all types of Clients.

27.6 The accounts of Clients classified as Retail bear a Negative Balance Protection

Risk Disclosure Statement for Trades in Foreign Exchange and Derivatives (Including Futures and Options)

This brief statement, which constitutes an addition to the Terms, does not disclose all of the risks and other significant aspects of trading foreign exchange and derivatives. In consideration of the risks, you should enter into transactions with mentioned products only if you understand the nature of the contracts and the contractual legal relationship into which you are entering and the extent of your exposure to risk. Transactions in foreign exchange and derivatives are not suitable for many members of the public. You should carefully consider whether transacting is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Foreign Exchange and Derivatives

1. Effect of “Leverage” or “Gearing”

Transactions in foreign exchange and derivatives carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign exchange or derivatives contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with Bank of Cyprus to maintain your position. If the market moves against your position and/or margin requirements are increased, you may be called upon to deposit additional funds on short notice to maintain your position. Failing to comply with a request for a deposit of additional funds, may result in closure of your position(s) by Bank of Cyprus on your behalf and you will be liable for any resulting loss or deficit.

2. Risk-reducing Orders or Strategies

The placing of certain orders (e.g. “stop-loss” orders or “stop-limit” orders), which are intended to limit losses to certain amounts, may not be adequate given that markets conditions may make it impossible to execute such orders, e.g. due to illiquidity in the market. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

Options

3. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the option to expire. The exercise of an option results either in a cash settlement or in the purchase acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased option is out-of-the-money when it expires, you will suffer a total loss of your investment, which will consist of the option premium plus Transaction costs. If you are contemplating purchasing out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is “covered” by the seller holding a corresponding position in the underlying asset, in a future or in another option, the risk may be reduced. In case the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

Additional Risks Common To Foreign Exchange And Derivative Transactions

4. Terms and Conditions of Contracts

You should ask the firm with which you deal about the terms and conditions of the Contracts entered into and information on associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. Suspension or Restriction of Trading and Pricing Relationships

Market condition (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or close/offset positions. If you have sold options, this may increase the risk of loss.

Normal pricing relationships between the underlying asset and a derivative do not always exist. The absence of an underlying reference price may make it difficult to judge “fair” value.

6. Deposited cash and property

You should familiarize yourself with the protections accorded the Security you deposit by way of money or other assets in domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or other assets is governed by the legislation and local rules in the country at which location the counterparty acts.

7. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit or loss.

8. Transactions in other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

9. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts in another currency than your account currency will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to the account currency.

10. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

11. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you

informed continuously about your positions and fulfilment of the margin requirements.

12. Off-Exchange Transactions

In some jurisdictions firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterpart to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

Annex A

Additional Business Terms for Securities Trading

The terms of business set out in this Annex A are supplemental to the General Business Terms, and apply where a Client uses the Trading Platform for securities trading. Additionally, stock exchange trading is generally subjected to the general terms and conditions in force on the relevant stock exchange.

1. Definitions

This Annex uses the same defined terms as the Terms. Additionally the following terms shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

“Automatic Order Routing” shall mean the automatic routing of Client-submitted orders to the stock exchange’s trading system;

“Corporate Actions” shall mean a corporate event that may impact the share price of the relevant company. Corporate Actions include share issues, mergers, conversions, share splits, sell-offs and dividends;

“Dividend Reinvestment Rate” shall mean the rate defined by the issuer of Corporate Action at which dividends will be converted into shares.

“Ex-Date” shall mean the effective date of the Corporate Action, the date on which or the date after a security trades without its previously declared dividend or distribution.

“Instruction Deadline” shall mean the deadline given by Bank of Cyprus to the Client for the Client to give its instructions regarding a Corporate Action. Instruction deadline can vary to a larger or less degree from deadlines stipulated in the prospectus or other material referring to market deadlines.

“Pay Date” shall mean the value date of the Corporate Action or the date on which a dividend or bond interest payment is made or scheduled to be made.

“Prevailing Stocks” shall mean the form of stocks prevailing after a merger between two entities.

“The Stock Exchange’s Trading System” shall mean the proprietary trading system of any participating stock exchange that supports Automatic Order Routing; and

“Securities” shall mean shares, bonds, financial futures or other comparable units.

2. Risk

The Client is personally liable for the market risk inherent with Securities trading. Moreover, the Client is liable for any investment that Bank of Cyprus is requested to perform on behalf of the Client and any subsequent loss resulting thereof. The Client should not base expectations of future returns on any past returns on the relevant Securities.

3. Execution of Orders

When executing a Client order, Bank of Cyprus shall secure the best execution reasonably available given the circumstances, including price, costs, speed, likelihood of execution and settlement, volume, nature and other factors relevant for the execution of the relevant order.

Bank of Cyprus executes the Client’s order as soon as possible on the day of receipt, unless otherwise agreed.

Under exceptional market conditions Bank of Cyprus reserves the right not to execute a Client order. The Client will be notified if an order cannot be executed.

If Bank of Cyprus is unable to obtain and deliver the requested Securities, Bank of Cyprus may be unable to complete the Client's purchase order. Consequentially the trade will be cancelled, unless Bank of Cyprus holds the Securities itself or is able to obtain these at usual terms no later than two banking days after the value date in question.

Bank of Cyprus may cancel any order for a Security if the specific Security is suspended or transferred to the observation list on the relevant stock exchange.

Further information about order execution is provided in the Best Execution Policy,

The Client may not submit orders which are devoid of commercial purpose, which individually or combined aims to affect pricing in the trading system or which aims to delay or prevent access to the trading system for other members of the relevant stock exchange.

A Client cannot enter an order into the trading system on conditions fully or partially identical to another unexecuted trade entered into the trading system by the same client.

The Client may not disclose public market information made available through the trading system of the relevant stock exchange.

Bank of Cyprus cannot be held liable for any loss suffered by the Client in conjunction with Automatic Order Routing owing to system error, power outage or any other event beyond the control of Bank of Cyprus. Bank of Cyprus is entitled to immediately cancel Automatic Order Routing on behalf of Clients in case of extraordinary circumstances.

When trading directly on a relevant stock exchange, the aggregate market value of unsettled trades and orders may be subject to a certain limit. Trades or orders remain unsettled until the value date. The Client may enter orders up to an amount equivalent to the value of the funds available on the Client's account.

Orders, which are entered into the order book, and trades, which has been merged automatically in or entered into the Trading Platform, must reflect the relevant instrument's current market value and represent actual orders and trades.

The "current market value" of a trade is the price which based on an overall assessment reflects the current pricing of the relevant instrument. An assessment of the current market value shall among other things include the pricing on the relevant exchange day, any change in pricing of the instrument on past exchange days, the volatility of the instrument and any general change in the pricing of comparable instruments and, if appropriate, any other specific conditions of the trade in question.

An order does not reflect the current market value if it has been entered into the order book at a price that, provided the trade is performed automatically, obviously will result in a trade that does not reflect the current market value. The validity of an order must be considered when assessing the market value.

Bank of Cyprus is entitled to cancel orders and trades that do not reflect the current market value of the relevant instrument. Bank of Cyprus cannot be held liable for any cancellation of an order or trade.

A relevant stock exchange may determine that an order, which does not fulfill the above criteria or that may be considered as attempted price manipulation, is considered invalid and to be deleted from the order book. Moreover, any trade, which does not fulfill the above or that may be considered as attempted price manipulation, may be considered as constituting a trade that cannot update the most recently price paid.

To ensure market integrity or in exceptional circumstances the relevant stock exchange may cancel any trade if required.

Bank of Cyprus trades all Securities through its Securities brokers unless otherwise agreed. The Securities brokers decide whether the trade in question is executed on an exchange or otherwise. The trade is performed on a commission basis and consequently in the name of Bank of Cyprus.

The Client order is only executed provided it is tradable on the relevant exchange or through the relevant Securities broker. If the trade cannot be executed at the terms outlined above, the relevant Securities broker may however choose to execute the Client's order by means of its own portfolio. The Client's order may be split or merged, and thus be executed at different prices during the day of trading or the following days. In case an order is split, and filled partially over a period of more than one day, the total trading costs may increase. The reason for such increase is that the minimum fee may be charged more than one time based on the number of days necessary for the total execution of the order. Unless otherwise agreed, Bank of Cyprus or the relevant Securities broker selects the currency in which the trade is executed and the market and intermediary for executing the trade.

The Client's order is executed during the official business hours of the relevant Securities market. If the order is submitted outside market hours, it will be processed when the market reopens. If the order is partially executed at the closing of the market, the remainder of the trade will be executed when the market reopens.

Bank of Cyprus settles the trade at the market prices available to Bank of Cyprus at its Securities brokers or on the relevant exchange. Payment and delivery takes place via local or foreign clearing centers and business partners.

4. Limit Orders

The Client is able to place limit orders connected to market orders, average price transactions and commission trades in Securities. The Client may limit an order in a defined period, should the Client wants to buy or sell at a specific price. If the price within the period equals or breaches the price indicated, the trade will be executed.

When entering a market order via the Trading Platform, the Client must limit the relevant order. However, when executing a market order outside the Trading Platform, the Client may add a limit order. If the Client does not limit a market order, Bank of Cyprus or its Securities broker will assess at which price the Client's order should be executed.

If the Client has agreed on limiting a trade, Bank of Cyprus or its Securities Broker will execute the trade only if it can trade at the limit price. If the order is partially executable, only the non-executed part will be cancelled.

5. Settlement of Securities Trades

By settlement is meant payment and delivery related to a Securities trade. Unless otherwise agreed the settlement date is the third exchange day after the trading day. The settlement day is also the value/interest-rate date. Specific settlement rules and deadlines apply to foreign Securities. The Client may obtain information about these rules and deadlines by contacting Bank of Cyprus.

When a Client purchases Securities, the Client only obtains unconditional title of right to the Securities provided the final payment to Bank of Cyprus is made on the settlement date. Until final payment is made, Bank of Cyprus reserves the right to the Securities being purchased by the Client. When a Client sells Securities to Bank of Cyprus, Bank of Cyprus's payment of the settlement amount is subject to Bank of Cyprus acquiring unconditional title to the Securities on the day of settlement.

When trading foreign Securities, Bank of Cyprus bases the exchange rate on the current "Currency Conversions" rate as defined in the Commission, Charges and Margin Schedule.

Information about the costs of registration and deposit of foreign Securities is available in the Commission, Charges and Margin Schedule.

6. Trading Costs and Calculation Methods

Bank of Cyprus may charge commission for any Securities transaction.

For immediate trades in shares Bank of Cyprus does not charge trading costs by way of a mark-up/down. For immediate trades in bonds, however, the spot price and the price quoted by the relevant stock exchange may differ since Bank of Cyprus reserves the right to adjust the price to reflect the time of trading, order volume and trading volume of the Security.

Bank of Cyprus charges trading costs for average price transactions in shares and bonds by way of a mark-up/down.

Trades in OTC Securities are subject to trading costs as a percentage mark-up/down on the basis of the bid/offer price, relatively.

Order submitted in any other manner than via Trading Platform may result in increased trading costs.

The prevailing trading costs are set out in the Commission, Charges, and Margin Schedule.

The above costs may be changed in accordance with the Terms.

7. Trade Confirmations

Bank of Cyprus will make available a Trade Confirmation to the Client no later than on the exchange day following the execution of the trade or the day after Bank of Cyprus's receipt of a third-party confirmation of the trade. The Trade Confirmation is made available on the Trading Platform.

8. Exceptional Market Conditions

In exceptional market conditions Bank of Cyprus reserves the right not to execute an order. Exceptional market conditions may occur in case of a significant deviation between bid and offer prices, where market prices are unavailable for the relevant Security, or in case of sudden uncertainties in the global market.

9. Corporate Actions

9.1 Rights Issues

A Rights Issue is when an existing stockholder is offered a number of new shares proportional to their holding at a specified price for subscription by a specified date. These new shares may be renounceable (tradable) or non-renounceable.

If the Client is holding a stock where there is a Right Issue the Client will receive the rights and have the opportunity to subscribe for new stocks, ignore the rights or sell the rights, if possible.

In order to prevent renounceable rights from becoming worthless when they expire Bank of Cyprus will, if the Client by the Instruction Deadline has not instructed Bank of Cyprus, sell the rights (if possible) on behalf of the Client before the expiry of the rights. The proceeds from a sale of rights will be deducted the standard commission of the account.

If the rights are non-renounceable, they will if not exercised be worthless at expiry.

9.2 Cash Dividends

A Cash Dividend is the cash payment of a dividend to the shareholder per share held. Cash dividends are booked on the Ex-Date reflecting the market price movement. However, the actual value of the payment will be settled on Pay Date.

Cash Dividends are credited to the Client's account with any applicable standard withholding taxes deducted.

9.3 Dividend Option

A Dividend Option is per default the cash payment of a dividend to the shareholder per share held, however, the shareholder will be given the option to elect to receive securities proportional to the shares held.

Client eligible for cash will receive payment on Ex-Date. Clients electing to receive stocks will receive these based on the Dividend Reinvestment Rate at Pay Date.

Bank of Cyprus do not support currency option dividend – a dividend payable in cash with the position holder's option to receive payment in a different currency.

9.4 Stock Dividends and Bonus Issues

In a Stock Dividend the shareholder is receiving additional shares to those already held in the same security. This means that additional stocks are allocated on Ex-Date for value on Pay Date.

In a Bonus Issue shareholders will receive additional shares in proportion to the existing holding. Additional stocks are allocated on Ex-Date for value on Pay Date.

9.5 Stock Splits / Reverse Stock Splits / Spin Offs

A Stock Split is an increase in an issuer's number of issued shares proportional to a reduction in the par value of the existing shares. The holders will receive additional stocks, allocated on Ex-Date, but at a reduced price.

A Reverse Stock Split is a decrease in the number of issued shares proportional to an increase in the par value of the existing shares. The shareholders will see their stock position being reduced, on Ex-Date, but at an increased price.

A Spin Off means that the shareholders will receive additional shares in a new share in proportion to the existing holding. Additional stocks are allocated on Ex-Date.

9.6 Tender Offers

A Tender Offer is the offering to shareholders to sell their shares at a price determined by the Tender Offer issuer.

9.7 Mergers & Mergers with Elections

A Merger is the situation where two entities merge into one. Under normal circumstances the shareholders of either entity will be entitled to either:

- i. Receive a cash compensation on Pay Date,
- ii. Receive the Prevailing Stocks on Ex-Date, or
- iii. A proportional combination of cash compensation and the Prevailing Stocks.

If the Client is holding a stock where there is a Merger the Client will be in a position to elect between different options available for the specific Merger, if instruction is given to Bank of Cyprus prior to the Instruction Deadline. In the absence of instruction from the Client the default option of the Merger will be applied.

9.8 Special Corporate Action Events

Special and infrequent Corporate Actions that do not fall under the descriptions above may occur. Bank of Cyprus will handle such Corporate Actions in the best interest of the Client to the extent that time and operational procedures will reasonably allow.

9.9 Election for non-supported securities

The Client is made aware and acknowledges that in voluntary Corporate Action where the alternative to a cash settlement is the settlement in a Security that is not supported by Bank of Cyprus, the Client will not have the option to choose but will be given the cash settlement.

9.10 Depositary Receipt Fees

It is standard practice for depositary receipts to charge an annual administration fee per share depending on the issuing depositary bank. The intent of the fee is to cover costs for the banks that take on the operational processes necessary to issue and trade the depositary receipt line. Typically, the fee is deducted when dividend payments are made, however, in case the depositary receipts do not pay a dividend or did not include the custodial fee in their dividend events, the fee will be administered through fee-only events.

The dividend fee is stipulated in the Deposit Agreement between the depositary bank and the company based upon industry standards.

The fee per depositary receipt is not dependent on the total amount of dividend being paid but the amount of Securities held.

9.11 Costs

Bank of Cyprus may charge commission and fees related to Corporate Actions. The prevailing trading costs are set out in the Commission, Charges, and Margin Schedule.

9.12 Taxes and Fees on Corporate Actions

Taxes and fees may also occur on Corporate Actions such as fee on a stock dividend or tax on a merger. When such taxes and fees occur Bank of Cyprus will debit the client's account accordingly.

10. Disclaimer

Bank of Cyprus shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under the Terms where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of Bank of Cyprus's website or the Trading Platform, e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that Bank of Cyprus is a party to the conflict and including cases where only part of Bank of Cyprus's functions are affected by such events.

Bank of Cyprus is not liable vis-à-vis the Client for any damage caused by a Cypriot or foreign representative when performing work for Bank of Cyprus.

Moreover, Bank of Cyprus is not liable vis-à-vis the Client for any damage caused by any institution such as a stock exchange, clearing house or a Securities depository.