



FSCOPTIONS CLIENT AGREEMENT - Standard "Terms and Conditions"

This Client Agreement, as amended from time to time, will take effect from April 31 2021.

1. Scope of this Agreement

This Agreement determines the contractual relationship between the Company ("we") and the Client ("you"). You should read the agreement carefully, understand and agree with the terms and conditions before you enter into a contractual relationship with us.

2. The Company

References to the term the 'Company' throughout this agreement relates to FSCOPTIONS Trading Ltd'.

3. Our Business

3.1 The Company is a pioneer online trading group that was founded in 2013, and has revolutionized currency, commodities, indices and options trading in over 165 countries ever since. We are pioneers in developing online trading as a consumer product, and one of the leaders in the market with customized technology and personal service tailored to all levels of knowledge and experience traders ("you"), accessible from any location. We develop easy and user-friendly online trading platforms for execution-only transactions in the over-the-counter spot foreign exchange, forward foreign exchange, CFD commodities and CFD Index markets ("Financial Products") and options trading. We further provide you with real time tradable BUY-SELL tradable prices by collecting and aggregating information sourced through, independent price providers, relevant exchanges and interbank participants who normally supply liquidity and information to the global FX and Futures market and distributes the real time BUY-SELL tradable prices to you via our proprietary and 3rd party trading platforms.

3.2 Our proprietary platforms include:

- Web Trading Platform

3.3 We also provide you with the following services.

- Direct Phone Dealing with our professional sales client managers
- Dealing via the Company Chat Service

4. Operation of a Trading Account

4.1 Opening a Live Trading Account (Active Account) In order to be able to enter into trading transactions, you will first need to open an Active Account. There are different types of accounts you can choose to operate. You may change or upgrade your account to suit your requirements, or you can talk to one of our professional client managers. However, each client is only permitted to operate one active trading account with us. Where a client opens more than one Active Account with us, the company reserves the right to close the additional accounts and all related open trading positions.

4.2 Know Your Customer (KYC) Documentation/Client Identification Procedure.

4.2.1 You agree to provide true, current and complete information about yourself during the registration process. If you are an authorized representative of a company, you declare that you have the authority to bind the company to this Agreement. We are required by law to obtain, verify, and record information identifying each person who opens an account. Hence, when you open an account, we ask that you provide certain documentation to identify yourself and to verify the information you have submitted to us upon registration.

4.2.2 Client Identification Procedure:

(a) You will be required to send us the following identification documents:

- Proof of ID
- A clear copy of your driver's license, national ID card or your international passport.

(b) The collection and approval of the documents will need to be completed within five (5) official days.

(c) If your identification documents are not approved within 30 days from opening your account, we will close your account and you will no longer be able to trade or deposit.

(d) Any open or pending positions will be closed at the current rate at 23:50 GMT on the fifteenth (15th) day after account opening.

(e) Any credits and/or bonuses will be removed from your trading account

(f) Any profits will be sent to you via bank transfer and we will require the above documents to complete the transaction (please refer to clause 4.2.2 (a) above)

(g) Any losses will be deducted from the return funds (deposits)

(h) Consent - By accepting these Terms and Conditions you give your explicit consent as to this procedure

4.2.3 We reserve the right to refuse or reject a registration at our own discretion or based on regulatory restrictions imposed on us.

4.3 Active Account Security and Management: Once you open an account with us, you need to set a username and password that you can use every time you use our services. Please take any necessary actions required to keep this information away from public view and do not share it with others. You are responsible to protect this information. If you misplace or lose any of the above data or you suspect that someone else has access to them, you should notify us immediately in writing.

4.4 Segregated Accounts: We are a financial services regulated company, following transparent processes in all our relations with you. All funds we receive from you are treated as 'Clients Money' and they are kept in separate client bank accounts (segregated accounts) in a reputable banking institution of our selection. We are obliged by law to perform regular reviews and monitoring of how these accounts are maintained and operated by such banking institution.

4.5 Currency: All amounts concerned for the opening and the operation of your account will be payable in the currency that you chose upon opening your account with us.

4.6 Payment Methods: We will only accept cleared funds (funds that are available in your bank / debit / credit card account). There are three primary methods of payment that you may choose, so as to make your transactions:

- Debit or Credit card payment
- E-Wallets

4.7 Withdrawals & Deposits

4.7.1 Documentation: So as to proceed with the execution of a withdrawal order, you need to provide us with documentation verifying your identity so that we can authenticate your identity, as required by law, credit card companies' regulations and our internal policies.

4.7.2 Cards: Debit or Credit card deposits may be refunded, up to their entirety, to the same debit or credit card that a withdrawal is executed. A withdrawal to a bank account where initial deposits have been performed by debit or credit cards or e-wallets will be executed at our discretion.

4.7.3 Withdrawals: Withdrawals to bank accounts may take a longer time period to be credited to your account. When withdrawing, you may incur fees which are due to currency conversion

or other charges; therefore your refunded amount may vary slightly from the sum that you initially deposited in your account base currency.

4.7.4 E-wallets payment methods: If you decide to deposit funds via e-wallets, you are bound by the rules and regulations of this service provider. You may also be liable to further charges and other restrictions. Please read the terms and conditions of your service provider for further information. We will credit your account with the net amount we received. Please note that we may have to execute withdrawals via a facility other than the provider you used for the original deposit, if required for legal and regulatory purposes (Anti Money Laundering rules).

4.7.5 Deposit Limit Restrictions: Please also note that we may, upon our own discretion, impose certain restrictions on the amounts that you have deposited using your debit or credit card.

4.8 Rolling Fees: You may choose to extend a day-trading position to the following day. Such extension will be subject to a renewal fee (Rolling Fee) at a rate and time, specified on our website. We will collect the Rolling Fee automatically from the free balance in your account. If there are not sufficient funds in your free balance, we may ask you to deposit into your balance (indicative minimum charge 3.00 USD). If you are using another method of payment and we are unable to collect the Rolling Fee, we may close some or all of your open positions.

4.9 Dormant Accounts: Client accounts in which there have been no transactions for a set period of twelve (12) consecutive months will be considered dormant. Dormant accounts are charged with maintenance fee of 25GBP or the full amount of the free balance in the account if the free balance is less than 25GPB. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed. The Dormant accounts charge will be performed semi-annually.

4.10 Order of Execution: The Company takes all reasonable steps and a number of factors into account, so as to obtain the best possible results for the Company's clients, either when executing client orders or receiving and transmitting orders for execution, in relation to financial instruments. By entering into this Client Agreement, you acknowledge that you have read and understood the "Order of Execution Policy" document and you furthermore consent that the Company will execute or receive and transmit an order for execution outside regulated market or an MTF

5. Copy Trading

5.1 The Company runs a copy trading system along with its original cTraders platform.

5.2 Subscription: To gain access to this feature, you need to apply via your user dashboard, and follow the response. However, this comes at a cost of subscription fees which varies from time to time, each trading circle runs for one week.

5.3 Traders: Traders are paid at the end of each trading circle but user accounts are debited at the request of the trader via the trader admin portal.

6. Marketing/Promotions

6.1 The Company runs certain seasonal promotions related to its products, from time to time. Each promotion is subject to its unique terms and conditions that you ought to read carefully each time before you participate. If you do not agree with part of the whole of the terms of each Promotion, you are strongly advised not to participate.

7. Termination

7.1 If you wish to close your account, you must notify us in writing. If we wish to close your account, we will also notify you in writing by giving reasonable notice, unless there are grounds where we need to terminate our contractual relationship with you earlier or even immediately without notice.

7.2 Early/Immediate Termination Grounds for early/immediate termination may include but are not limited to:

- act of bad faith (News Gap and Break Gap Trading Abuse);
- breach of any clause in this Agreement;
- tampering with our systems, software and platforms;
- acts that may put our goodwill and business in jeopardy;
- misleading, untrue statements;
- fraudulent or misrepresenting information;
- default of payment;
- conviction or accusation of any illegal action (fraud or crime);
- bankruptcy, insolvency, receivership of either party;
- restriction imposed on us by the legislator;
- any other reason that we consider appropriate and necessary;
- an unauthorized activity.

8. Unauthorized Activities

8.1 Introduction It is not permitted to use the services of the Company for an activity that is not authorised. In using the services of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorised Activity. Descriptions of unauthorised activities are listed below. 'Unauthorised Activity' means any act, including but not limited to:

8.2 Money Laundering The concealment of the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses. Evidence that would tend to show the potential of this would include depositing and withdrawing funds without trading, providing false contact information and providing false documentation.

9. Exclusion of Liability

9.1 You must be over 18 years of age, so as to enter into a contractual relationship with us.

9.2 You are aware that our services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third party system. We cannot guarantee that the software and / or the system that we own or we manage on behalf of a third party, is uninterrupted and error free or available at all times.

9.3 You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

9.4 In no event shall we be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, system, products and services, except as stated in this agreement.

10. Indemnity

10.1 You agree to indemnify us and hold harmless with regard to any loss, damage, liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.

10.2 Our indemnification to you or any third party concerned, in any proven circumstances, is limited to the amount of money you maintain deposited in your account with us, relating to the transaction where such liability arose.

11. Risk Warning

11.1 We are required by law to inform you that trading is risky. There are various factors, such as the international prices volatility, which is very difficult to predict. Due to such volatility, in

addition to the spread that we add to all calculations and quotes, no financial contract purchased or other service offered on our Website (whether or not the payout exceeds the premium amount) may be considered as a safe trade.

11.2 Do not enter into transactions or invest funds that are above your financial abilities. Also, certain financial products are not suitable for people without the relevant knowledge and / or experience. This is why we provide you with different options in terms of products and services, depending on your abilities and knowledge. If you would still wish to open an account, we will ask you to acknowledge that you are aware of the financial risks.

12. Misquotes / Mispricing

12.1 It is possible, but extremely rare, that a transaction may be performed on a wrong price due a miss-quote price feed from any of our third party liquidity providers or through an unexpected technical fault. Equally, there may be delays due to internet connection or occasions where a position is opened or closed based on latent prices that do not reflect the correct market prices at the time of transaction, resulting in an inaccurate profit or inaccurate loss.

12.2 Such events may affect your transactions and our business. In this case, we will take all the necessary measures, immediately, to remedy and rectify the situation, as it is fair and suited to each case. Remedies include correcting deal entry prices or exit prices according to the correct market rates at the time of transaction. We may need to cancel any transaction(s) which are executed wrongly due to the 'price misquote', for example from preset limit/pending orders been triggered due to mispricing. We make our best efforts to contact and inform you for our actions, by telephone or by e-mail.

13. Suspension of Services

13.1 In the unlikely event that we may need to suspend our services, on both our proprietary and third party platforms, we will terminate our relationship with you and subsequently close all open positions at payouts fair and reasonable at the time. Such payouts shall be determined by reference to the daily values published on our website that are related to the inter-bank trading data received on financial contract quotes. Further to the above information, we may impose, at our discretion, trading volume and other restrictions on your accounts

14. Data Processing - Privacy Policy – Cookies

14.1 You may rest assured that we take all measures to ensure that the information you entrust us with will be treated as confidential. Your personal data that we require throughout

our cooperation, is safely stored in our electronic systems, it is treated as CONFIDENTIAL and it is protected by Data Protection laws. It is our policy not to disclose client information to non-affiliated third parties except with your consent or where required for legal or regulatory purposes.

14.2 Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is

(i) already available to the public, through no act or omission of the recipient or of any other third party owing an obligation of confidence to the receiver;

(ii) rightfully received from a third party without any restrictions as to its use or disclosure; (iii) required to be disclosed pursuant to legal or regulatory requirement.

14.3 Cookies - Cookies are small text files that are sent to and stored on your device, such as desktop and laptop, smartphone, tablet/phablet, for accessing the Internet, when you visit a website or a webpage. Cookies allow a website to recognise a user's device. The objective of cookies use is to improve and make the user's experience easier.

14.4 By entering into this Agreement, you acknowledge that you have read and understood the Company's Privacy Policy. Please read our Privacy Policy [here](#).

15. EMIR-Reporting Obligations Art.9

We are obliged by EU Legislation (EU Regulation No 648/2012 -"EMIR", Art.9) to report to ESMA, directly or via a recognized/registered third party ('trade depository'), details related to derivative contracts entered on or after 16.12.2019 or entered before that date, but are still outstanding. These details include the main characteristics of a derivative contract, such as the type of the contract, the value of the contract, the price, the settlement date and the parties involved, the maturity of the contract; any amendments to it or its termination. The details of any derivative contract shall be reported no later than the working day following the conclusion, modification or termination of that contract. By trading with us, you consent to the transfer of the above information to ESMA. You also acknowledge that our Company shall not be held liable for the disclosure of the above data.

16. Legal notice

This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

17. Conflict of Interest



By entering into this Client Agreement you acknowledge that you have read, understood and agreed to the principles stated in the Conflicts of Interest Policy of the Company.