



1. The Account

1.1. The Client hereby instructs TPtrades to establish the Account on TPtrades' books in the name of the Client. The Client acknowledges and accepts that the TPtrades may place your funds in our designated Client Money account in a different currency to your base currency. Such Client Money will be at least equal in value to your base currency and will comply with UK and Hong Kong regulatory requirements. The Client acknowledges and accepts that the Account will be maintained in the base currency selected when the account was established and is the currency in which the Account balance is held.

1.2. The Client represents, warrants and undertakes that the Client is acting for the Client's sole benefit and not for or on behalf of any other person or entity, the funding for the Transactions belongs to the Client and all Transactions are and will be carried out for the sole benefit of the Client.

1.3. The Client is the only person or entity authorized or permitted to enter into Transactions for the account. If the Client appoints an agent, the Client hereby acknowledges and agrees that they shall be solely responsible for all acts and/or omissions of the agent, and neither TPtrades nor any of its affiliates nor the officers, directors, managers, agents or employees of TPtrades or any TPtrades affiliate shall be liable to the Client for any such actions or omissions, whether or not within the scope of the agent's authorization.

1.4. If the Client is more than one person, all such persons shall be jointly and severally liable for all obligations of the Client under this Agreement. In such event (unless otherwise agreed in writing between the Client and TPtrades) the sole person or entity authorized to enter into or close out Transactions for the Account is the first of such persons mentioned. Withdrawals from the Account may require the signatures of all persons identified as the Client and authorized.

1.5. You shall notify TPtrades by email within 30 days, and promptly update any factual change in the validity of the information you have previously provided to us of a personal nature such as your contact information, email address, residential address or contact telephone number. You must notify us of any material changes to your financial profile that you have provided in your registration data. We may carry out due diligence checks from time to time in relation to your investment activity. We may request additional information from you to maintain our records. You agree that failure to comply or notify us of any changes to your financial profile in a timely manner may result in TPtrades exercising its rights.

2. Trading

2.1. You will be a user of TPtrades' Trading Platform. You may enter into Transactions for the Account through the Trading Platform, or through other mobile platforms that may become available from time to time, in accordance with TPtrades' standard practices and procedures in effect from time to time and notified to the Client through the Trading Platform. TPtrades is an execution only broker and as such all transactions will be executed on a principal-to-principal basis. All Transactions entered into are at the Client's sole responsibility, risk and expense and subject to the terms and conditions set out in this Agreement as amended from time to time.

2.2. TPtrades does not guarantee that any Transaction or Transactions can be entered into at any given price or at all but shall use its sufficient efforts to effect Transactions. We may in our absolute discretion and without further explanation to you refuse any Transaction and in particular we will do so if we consider in good faith that the Transaction would breach any credit or position limits imposed by TPtrades with respect to the Account or that the resulting Transaction would be in breach of this Agreement or any law, regulation or rule applicable to TPtrades, the Client, the Account or the Transaction.

2.3. The Client hereby acknowledges and agrees that (i) TPtrades will enter into Transactions at its sole discretion and will act as principal with respect to all Transactions; and (ii) TPtrades will not and does not provide any advice, consulting or intermediary services to the Client; (iii) TPtrades may at its sole discretion cover any Transaction, in whole or in part, in any manner it considers appropriate, whether by way of set-off with a Transaction with or for another of its Clients or otherwise; and (iv) except to the extent required under any law or regulation applicable to TPtrades or the Account, nothing in this Agreement or in the relationship between TPtrades and the Client shall or shall be deemed to create any agency or fiduciary relationship between TPtrades and the Client.

2.4. If any Transaction is not closed-out by the Client prior to 4:00pm Eastern Standard Time on the business day such spot Transactions are entered into, TPtrades will automatically rollover such spot Transactions to the next Value Date with adjustments made to take account of interest rate differentials between the currencies in the relevant currency pair, the direction of the trade and any storage or other fees that are applicable to the Account. A Transaction confirmation with respect to such rollover will be provided to the Client in accordance with Clause 7.3. If there are insufficient funds available in the Account to meet the interest rate adjustment costs of any Transaction, we may in our absolute discretion either close out the prior open Transaction or we may make a Margin Call on you in accordance with Clause 3.3. TPtrades will not normally make Margin Calls on a Client which is a user of the Web Platform.

2.5. TPtrades normally quotes bid prices (at which the Client can offer to sell) and offer prices (at which the Client can offer to buy) for each Transaction. These prices are determined by TPtrades based on prices quoted in the Interbank Foreign Exchange Market for spot forex Transactions and for CFD Transactions and are based on prices quoted on the markets on which the underlying security, commodity or other instrument is traded. The difference between the lower, bid, price and the higher, offer, price is the "spread." For some Transactions spreads may change frequently. In any event TPtrades has the right to vary its spreads at any time in its absolute discretion without notice.

2.6. Prices quoted by TPtrades are set by TPtrades in its absolute discretion. The Client may only offer to enter into a Transaction at the price currently quoted by TPtrades. A price may change or cease to be valid at any time after it has been quoted and before the Client's offer to enter into a Transaction is accepted.

2.7. TPtrades may provide a Market Execution service to you. If offered, you warrant that trades executed at market execution spreads can widen significantly and are affected by actual market conditions, which are beyond TPtrades' control. The prices quoted by us will reflect what we perceive as the market price in an Instrument at that time as opposed to the indicative price you see on the platform at the time of your request for execution. We do not guarantee any maximum or minimum limits to the quoted spreads. In some circumstances, the spreads may not be representative of the examples given in the product information contract specification. At times of high volatility or dependent on the volume size of your trades, your trades will be executed at the next available price subject to slippage. Quotes for Market Execution are filled with minimum or no re-quotes, or in some instances it may not be possible to arrange an order for execution. Stop or Limit orders may also be affected by this. You acknowledge that each Transaction entered into must not result in exceeding any credit or other limit placed on your account. Transactions which the Client may offer to place are subject to maximum limits established in TPtrades' absolute discretion from time to time by Notice provided to the Client from time to time via the Trading Platform.

2.8. We shall be entitled to rely on and act in accordance with any instructions, requests and notices (whether or not in writing and howsoever communicated) which we believe in good faith to emanate from you, an agent or a person duly authorized to instruct us or transact on your behalf.

2.9. It is possible that errors may occur in the prices quoted by us. In such circumstances, without prejudice to any rights either we or you may have under common law, neither you nor us will be bound by any Transaction which purports to have been made (whether or not confirmed by us) at a price which was, or ought reasonably to have been, known to either you or us to be materially incorrect at the time of the Transaction.

2.10. If at any time you are unable for whatever reason, to communicate with us we shall not be responsible for any resultant loss, damage or cost except where your inability to instruct us or communicate with us resulted from our fraud, willful default or gross negligence.

2.11. It is not possible to rollover all expiring CFD Transactions to the next contract month. **You acknowledge that it is your responsibility to familiarize yourself with CFD Transactions specifications and expiry dates and times, at your risk.** If you do not close open positions in respect of an expiring CFD Transaction on or before the last trading

day, subject to Contract Specification notification, we will automatically close your open positions as soon as we have established the Settlement Price of the expiring CFD Transaction.

2.12. The Settlement Price of the expiring CFD Transaction, will be (a) the last traded price at or prior to the close or the applicable official closing quotation or price in the relevant underlying market as calculated and stated by the relevant exchange; and (b) any Spread that applies to your account when such an expiring CFD Transaction is closed.

2.13. Details of the Spread that we apply when a particular expiring CFD Transaction is closed at the Settlement Price will be determined (a) by your account type; and (b) based on the standard Contract Specifications which are available upon request. You acknowledge that it is your responsibility to familiarize yourself with the Contract Expiry Notification and any Spread that we may apply when we close your Transaction.

2.14. In order to maintain the adequate capacity of the TPtrades trading platforms, you agree that you will not enter into any Transactions on our platforms which fall within our definition of illegitimize trading. TPtrades defines illegitimize trading as a trading strategy whereby profits are returned by taking advantage of internet latencies, delayed prices caused by technical issues or other conditions, or where both buy and sell orders are entered at, or nearly at the same time. Illegitimize trading is considered a serious breach of our Terms and Conditions, and as such, TPtrades may in its absolute discretion close out, replace, reverse any Transactions or close out the Account with immediate effect.

2.15. TPtrades does not guarantee that the placement of a Stop Loss will fully protect against excessive losses being incurred on your account. Stop Losses are intended to reduce risk. You should maintain adequate levels of free margin in your account to maintain open positions at all times.

2.16. In accordance with our regulatory obligations, we have categorized you as a retail client and therefore we have provided your account with additional investor protections in the form of an added negative balance protection mechanism across all your accounts. Our negative balance protection mitigates trading losses that exceed your account equity during volatile market conditions by automatically resetting negative account balances back to zero. TPtrades reserves the right, at its sole discretion, to look across all your accounts and draw down on trading credits if available or reduce in strict proportion to losses incurred when resetting negative account balances back to zero, and by offsetting any deficit amounts from positive amounts before processing any withdrawals. It is possible that errors may occur, such as your account balance remaining in deficit. In such circumstances, please contact our Customer Services Team at Tptrades.team@gmail.com.

3. Margin Requirement

3.1. As a condition of the entry into each Transaction for the Account, the Client must provide and maintain in the Account sufficient margin as determined by TPtrades in its sole discretion from time to time. It is also the Client's responsibility to ensure that each Transaction in the Account is fully margined at all times. If at any time the Account is short of margin, TPtrades may either give the Client a Notice from time to time (a "Margin Call") or close all open contracts without prior notice if in our absolute discretion the circumstances so warrant. Margin Calls will not normally be made by telephone but we reserve the right to do so.

3.2. **Our margin requirements are set out on our Website and it is your responsibility to ensure that you understand how a Margin is calculated.** During the lifetime of any CFD, we, in our absolute discretion, reserve the right to review and adjust the percentage of funding required or the rates at which interest is calculated on such CFD, with or without notice to you, especially in, but not limited to, volatile market conditions (see also 3.6 below). The margin requirement for an open position may increase or decrease at any time until the open position is closed. Spot positions that are open overnight may be adjusted to reflect the cost of carrying the position over. Details of such adjustments are available on our Website.

3.3. When the Account is opened, the Client will transfer into the Account a first margin deposit of not less than such minimum amount as may be established by TPtrades from time to time and notified to the Client. Such first deposit may be made by bank transfer or credit card payment or such other method as may be agreed between TPtrades and the Client. Such first deposit together with subsequent margin deposits made by the Client from time to time and any profits and losses from existing open and closed Transactions, credits and debits from daily rollovers,

and charges from commissions, if applicable, shall serve as the guarantee for the performance of Transactions in the Account.

3.4. Unless otherwise agreed, margin must be paid in cash. Cash margin is paid to us as an outright transfer of funds and you will not retain any interest in it. Cash margin received by us will be recorded by us as a cash repayment obligation owed by us to you.

3.5. TPtrades may, in its absolute discretion at any time change the minimum margin requirement or make a Margin Call requiring the Client to make further margin deposits in the Account. The Client shall if requested by TPtrades, make further margin deposit.

3.6. We reserve the right to change the way in which we calculate Margin Requirements at any time, for example, and without limitation, in response or anticipation of the following:

- (a) Economic news;
- (b) Changes in volatility or liquidity of the underlying market, or general financial markets;
- (c) A changing in your dealing patterns;
- (d) Your exposure being concentrated in a particular underlying market;
- (e) Any changes in applicable regulations

3.7. We will not accept any third-party payments made in respect of funding your account. Similarly, we will not pay out any funds from your account to any third party.

4. Margin Close-Out Level

4.1. If the Margin Level for your Account reaches or falls below the Margin Close Out Level. In such circumstances we may, among other things, (i) close all or any of your Open Positions immediately and without notice, and/or (ii) refuse to execute new Trades until your Margin Level exceeds the Margin Close Out Level. It is your responsibility to monitor your Account(s) at all times and to maintain your Margin Level above the Margin Close Out Level. We will close your Open Positions at Our Price prevailing at the time when your Open Positions are closed.

4.2. The Margin Close Out Level applicable to your Account will be equal to the Margin Requirement applicable to your Account unless we alter your Margin Close Out Level. We may alter the Margin Close Out Level applicable to your Account at any time without any prior notice.

5. Market Abuse

5.1. Market abuse includes transactions where both buy and sell orders are entered at, or nearly at the same time, with the same price and quantity by the same party, or different but colluding parties, other than for legitimate reasons, unless the transactions are legitimate trades carried out in accordance with the rules of the relevant trading platform (such as crossing trades).

5.2. By trading with us you are likely to be subject to various market abuse regimes. Accordingly, you must not carry out any trading activity on the basis of inside information or carry out any trades in order to create a distorted market or misleading impression in relation to the price of financial instruments.

5.3. You undertake to familiarize yourself and comply with any Applicable Regulations concerning the short sale of securities if you seek to execute a CFD or Financial Spread Bet Trade with a short securities position which we may hedge with a short sale of securities you will ensure that your use of the Electronic Service will not result in a breach by us of any Applicable Regulations concerning the short sale of securities.

5.4. We may hedge our liability to you by opening analogous positions with other institutions or in the Underlying Market. The result of our doing this is that when you open or close a Transaction relating to a Financial Instrument with us, your Transactions can, through our hedging, exert a distorting influence on the Underlying Market for that Instrument, in addition to the impact that it may have on our own prices. This creates a possibility of market abuse and the function of this Term is to prevent such abuse.

5.5. For the purpose of complying with legal and regulatory obligations we may in our absolute discretion, and without being under any obligation to inform you of our reason for doing so, close any Trades that you may have open and may, if we so elect, treat all Trades closed is voided.

5.6. We will treat all your Transactions that meet the circumstances set out in this Term as void if they are Transactions under which you have secured a profit, unless and until you produce evidence that satisfies us that you have not, in fact, committed the breach of warranty and/or misrepresentation the suspicion of which was the ground for us taking action under this Term. For the avoidance of doubt, if you do not produce such evidence within the period of three months from the date on which action is taken by us under this Term, all such Transactions will be finally null and void as between you and us; or

5.7. You acknowledge that it would be improper for you to deal in the Underlying Market if the sole purpose of such a transaction was to impact on our bid or offer prices, and you agree not to conduct any such transactions.

5.8. You will not use any device, hardware, software, algorithm, strategy, collusion or deception, the use of which is intended, whether directly or indirectly, to cause or influence us to provide our Platform or accept any trade in a way in which or on terms on which we would not otherwise do so.

6. Withdrawal from and Closing of the Account by the Client

6.1. The Client may request TPtrades to permit withdrawal from the Account. In calculating the amount available for withdrawal, TPtrades will take into account the balance in the account where the withdrawal is requested and the balance/s in other account / accounts maintained by the customer minus trade credits (provided by TPtrades for 'trading only') in all accounts. All withdrawal requests should be made in writing and in a form acceptable to us. Without prejudice to any rights of TPtrades under this Agreement, TPtrades shall transfer such excess amounts (if any, and as determined by TPtrades in its sole discretion), less any applicable Bank or other transfer fees, according to the Client's instructions within seven (7) Business Days from the date of receipt of the applicable written instruction. For the avoidance of doubt any such transfer by TPtrades is subject to (i) applicable laws and regulations including but not limited to anti-money laundering, tax authorities' requirements for deduction at source and exchange control foreign currency transfer restrictions, and (ii) the Client providing full identification documentation as required by TPtrades.

6.2. If the Client wishes to withdraw excess funds and close the Account, the Client shall do so by notifying TPtrades. Following the transfer (if any) made by TPtrades pursuant to such request, TPtrades shall close the Account.

7. Charges & Commissions

7.1. Charges and commissions applicable to your account will be provided to you in good faith, agreed with you before entering into any transaction and will be shown on the statement sent to you. In such an event, the Commissions will be charged to the Account. Commissions and charges may be changed from time to time. Your approval may not be always sought. If any charges are not expressed in money terms (but for example as a spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms. Further information in respect to costs and charges are provided in an aggregated form on the Company's Website (expressed in both as a cash amount and as a percentage) as well as within the Company's Terms of Business, which constitutes part of this Agreement. The Company is in a position to provide you with an itemized breakdown of costs and charges upon your request. The respective request should be addressed: Tptrades.team@gmail.com.

7.2. **Spreads:** Prices quoted to you by TPtrades will include a spread, mark-up, or mark-down when compared to prices that TPtrades may receive or expect to receive if it were to cover your transactions with, for example, a trade in the forex interbank market. The spread is dynamic and may factor in the liquidity in the external markets and the competitor pricing. Our spreads are set at our absolute discretion, since we are acting as a market maker, and any changes are effective immediately. Further details in regards to the spreads applicable for each Financial Instrument are specified on our Website.

7.3. **Rollover Fees:** As per the provisions of Clause 2.4 of this Agreement, in case where any Transaction is not closed-out by the Client prior to 4:00pm Eastern Standard Time on the business day such Transactions are entered into, TPtrades will automatically rollover such Transactions and charge the applicable fee. The size of rollover fee is

specified for each instrument on our Website. It is your responsibility to familiarize yourself with our rollover terms and conditions.

7.4. Inactivity Fee: Inactive Accounts has no inactive fee charge.

7.5. Currency conversion rates: Investing in financial instruments with an underlying asset listed in a currency other than your base currency entails a currency risk as the financial instrument is settled in a currency other than your base currency and hence the value of your return may be affected by its conversion into the base currency. The currency conversion rates used are determined by HYCM in its sole discretion on the basis of the then prevailing exchange rates.

7.6. Additional Costs: You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by the Company. It is your sole responsibility to bear these additional costs.

7.7. Ex-Post disclosure: The Company will provide the clients on a monthly basis reports which take into consideration the actual costs and charges incurred by the client.

7.8. TPtrades may, at its sole discretion, decide to make changes to the charges and commissions applicable to your account from time to time without prior notice to you. In such an event, these changes apply to each Transaction entered into or deemed outstanding between TPtrades and the Client.

8.1. Client Money

(a) We have categorized you, by default and unless otherwise specified and agreed between you and us, as a retail client and therefore in accordance with applicable law, we will place an amount equal to your Total Equity minus your Trading Credits (as and if available and as and if displayed on the platform) into a client money bank account. We will deal with your money in accordance with the FCA's Client Money rules and guidance, which require us to hold it in a client bank account, separating your funds from ours. Such money may be held by a bank with other clients' money in a pooled client account.

(b) We will exercise all due skill, care and diligence in selecting a third-party bank to use to hold Client Money and will periodically review the adequacy and appropriateness of any bank where your money is deposited, in accordance with the Client Money Rules.

(c) We will carry out reconciliations at the close of business on each Business Day between money required to be held in the client money bank account and money that may be held on our own account in accordance with the FCA Rules, and any required transfer to or from the client money bank account in respect of your Account will take place on the following Business Day. We may carry out such reconciliations and transfers more frequently, should we reasonably consider that this is necessary to protect our or your interests.

(d) We may hold funds you pay to us in unbreakable deposits (UDs) ranging from thirty (30) days duration but not exceeding ninety-five (95) days ("Long Term Deposit Accounts"). The risk of placing client money in a Long-term Deposit account is that in the event of the firm's insolvency the process of pooling off client money cannot start until the account has matured. Only an appropriate proportion of client money will be held in such UD's, and all such amounts will continue to comply with the FCA Client Money rules at all times. The Company does not believe that this increases the liquidity risk of the Company in a significant manner.

(e) You agree that we may cease to treat money held on your behalf as client money and release it from our client money bank account(s),

i. if you have no positions and have not placed a trade in the previous six (6) years, and we have been unable to contact you. Such money will, however, remain owing to you and we will make and retain all records of all balances released from client money bank accounts under this clause and will undertake to make good any valid claims against such released balances.

ii. If any amounts owed by you to us under the Agreement are due and payable to us, in accordance with the Client Money Rules we shall cease to treat as Client Money so much of any Client Money held on your behalf as equals those amounts. You agree that we may apply that money in or towards satisfaction of all or part of those amounts due

and payable to us. For the purposes of this clause, any such amounts owed by you to us under this Agreement become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.

(f) We will not pay interest to you on any money held on your behalf and by entering into this Agreement you acknowledge that you therefore waive any entitlement to interest under the Client Money Rules or otherwise. Security interests, liens or rights of set-off are granted by the Company and are recorded within the Company's own accounts so as to ensure that the ownership status is clear, in the event of insolvency.

8.2. Order Execution

8.2.1. TPtrades acts as the market maker and matched principal to all Transactions executed by you with TPtrades in that TPtrades, as facilitator, interposes itself between the buyer and the seller to the transaction in such a way that it is never exposed to market risk throughout the execution of the transaction, with both sides executed simultaneously and the transaction is concluded at a price where the facilitator makes no profit or loss, other than a previously disclosed commission, fee or charge for the transaction. It is TPtrades' sole discretion to decide which types of Financial Instruments to make available and to publish to its platforms the prices at which these can be traded by its clients.

8.2.2. Transactions may only be executed during the time when the relevant Exchange where the Instrument is traded is open for business. TPtrades' Trading Hours are displayed on our Website under the Product Specifications Section for each Instrument which may or may not be the same as the Trading Hours of the relevant Exchange. It is your responsibility to ensure you are aware of which Instrument may be affected.

8.2.3. TPtrades does not accept any Orders outside the market hours of the relevant underlying financial instrument, and futures are traded in accordance with the trading hours of the exchange on which the underlying financial instrument is traded.

8.2.4. The time of day we use to define the start of a new trading day is Sunday 23:01 London time (23:01 GMT in winter, 22:01 GMT in summer) Details of the relevant trading hours are available on the website.

8.2.5. The manner in which TPtrades will provide best execution of the Client's orders is set out in its Order Execution Policy (available online). TPtrades will endeavor to provide the Client with a competitive execution capability of the highest quality. Your transactions will be handled in accordance with our Order Execution Policy available separately on our Website and we will take all sufficient steps to achieve best execution.

8.2.6. The actions taken by the Company for the purposes of ensuring best execution, are available within the Company's Order Execution Policy. In respect of Retail Clients, the best possible result is determined in terms of the total consideration.

8.2.7. The Company shall apply best execution rules in cases where you have not provided the Company with specific instructions.

8.2.8. The prices quoted by us and at which TPtrades customers may choose to enter into Transactions with TPtrades are derived from price sources from a number of independent information providers processed by TPtrades and fed into the Trading Platform. TPtrades continually processes the price information from the various information providers and feeds the information into the Trading Platform after validating and authenticating it and adjusting the prices to provide spreads which TPtrades considers appropriate in light of market conditions and other circumstances.

8.2.9. The prices shown on the Trading Platform and at which customers can enter into Transactions are the prices derived from the sources. These prices will not be identical to those quoted by or available from any individual information provider or other data source.

8.2.10. Any Transaction for the Account remaining open at 4:00pm Eastern Standard Time on the business day such Transactions were entered into are rolled over and adjustments are made to take account of interest rate differentials between the currencies in the relevant currency pair, the direction of the trade and any storage or other fees that are applicable to the Account.

8.2.11. Liquidity can affect order execution. When customers place a high volume of orders, order imbalances and backlogs can occur, requiring more time to execute orders. This is because of delays caused by the number and

size of orders processed, the speed at which current quotations or last-sale information is provided, and system capacity constraints.

8.2.12. The Client accepts that TPtrades reserves the right to immediately terminate the Client's access to the trading platforms and/or recover any losses incurred from a Client's Account(s) in the event the TPtrades determine in its sole discretion that the Client voluntarily and/or involuntarily undertakes to abuse the negative balance protection offered by us (or in any way which is contrary to good faith or the terms of this Agreement) either on an individual Account, or multiple Account(s) or multiple profiles and/or between one or more Client(s) of TPtrades in accordance with this Agreement. For example, a Client hedging his/her exposure utilizing his/her accounts under the same or different Client profile would constitute an abuse of the Negative Balance Protection as well as a Client requesting a withdrawal of his/her Client Money - notwithstanding any of the provisions of this Agreement - when the symbol he/she is trading is not available for trading at TPtrades during that specific timeframe. It should be noted that this is not an exhaustive list. Where TPtrades has determined, in its sole discretion, that a Client or Client(s) have abused the Negative Balance Protection, TPtrades may take any action it deems fit, including but not limited to transfer any amount(s) from any Account(s) under any profile, in order to cover the Negative Balance Protection loss.

8.2.13. TPtrades regularly evaluates the overall quality of its order execution.

8.2.14. More about TPtrades' Orders Execution Policy may be found online at Company's website

9.4. Data Protection

(b) The Client hereby acknowledges and agrees that TPtrades shall collect and process personal information provided by the Customer in connection with the Account for the purpose of performing our obligations under this Customer Agreement and for the purpose of administering the relationship between you and us. We may share your personal information with third parties in order to provide you with our services and improve our product and services in line with the applicable laws and our Privacy Policy. TPtrades will not disclose your personal information to any third party without your prior consent and/or without having a legal basis to do so.

(c) The Client agrees that TPtrades may pass information about the Client which the Client has provided to TPtrades to other companies in TPtrades' group and to external companies to help TPtrades to process and/or analyze it as part of the provision of services to the Client.

(d) In the event that the Client consented for the use of personal data by TPtrades for marketing and information management purposes, or to conduct market research for TPtrades then TPtrades may share these data with other companies in its group or with carefully selected external parties that may use the personal data to bring to the attention of the Client products and services that may be of interest to the Client and also to assist in the efficient provision of services

(e) Under certain circumstances, you have rights under data protection laws in relation to your personal data:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it;

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we

are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent

Confidentiality Waiver: You and we each acknowledge that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

You and we each further acknowledge that disclosures made pursuant hereto may include, without limitation, the disclosure of trade and trader information including your identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognized in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. We and you further acknowledge that, for purposes of complying with regulatory reporting obligations, you (in the case of us) or us (in the case of you) may use a third-party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. You and we each also acknowledge that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing Party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction.

For the avoidance of doubt,

a. to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits you or us to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each Party for purposes of such law;

b. any agreement between the Parties to maintain confidentiality of information contained in these Terms or in any nondisclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and

c. nothing herein is intended to limit the scope of any other consent to disclosure separately given by you to us or by us to you.

The consenting Party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

8.5. Compensation Scheme

No compensation scheme is implemented by TPtrades

8.6. Complaints

(a) The Client is requested to raise any complaint or dispute with TP Trades as soon as possible after the event it relates to as this will make it so much easier for TP Trades to deal with it.

(b) Clients are able to address a complaint to the Company at no cost.

(c) Upon receipt of a complaint the Company will acknowledge in written form such receipt and that it will be ensured that the complainant is kept informed of the progress of the measures being taken for the resolution of the complaint.

(d) A complaint is deemed as resolved where the complainant has indicated acceptance of a response from the Company, with neither the response nor acceptance having to be in writing.

(e) During the investigation into a complaint we reserve the right to suspend your trading accounts for the term of the investigation until it is resolved.

8.8. Appropriateness of Appropriateness

(a) As you have been categorized as Retail Client, we are required by the applicable laws and regulations to obtain sufficient information for the purposes of assessing the appropriateness of the Financial Instruments offered by the Company. The purpose of the collection of information in regards to the assessment of appropriateness is to enable us to assess your knowledge and experience in the trading of complex instruments and leveraged products. The relevant information is collected during the account opening procedure and before any Transactions are carried out.

(b) If we determine that our Services are not appropriate for your level of experience and/or knowledge of CFDs we will notify you and apply account limitations as applicable including but not limited to leverage and/or deposit limitations. At the end, we may not be able to offer you a Trading Account with us.

(c) We are entitled to rely on the information you provide us with unless we are aware that such information is manifestly out of date, inaccurate or incomplete. We have no responsibility for the information which you provide to us and we may assess your knowledge, experience and appropriateness on the basis of the information you provide to us.

(d) You hereby represent and warrant that you understand the purpose of the assessment of appropriateness that we undertake. If you provide us with incorrect or incomplete information about the assessment of appropriateness, you will adversely affect our ability to carry out correctly our obligation.

8.9. Product Governance

(a) Under the requirements imposed by the FCA in relation to Product Governance, we have determined the Target Market for each of the Financial Instrument offered by us. As part of the account opening procedure, you acknowledge that you should provide the necessary information to enable us to determine whether you fall within the identified Target Market of end clients or not. Such information aims to evaluate whether your needs, characteristics and objectives are in line with the characteristics and risks of the complex and leveraged products offered by the Company.

(b) If you provide us with incorrect or incomplete information required under Product Governance regime, you will adversely affect our ability to carry out correctly our obligation and thus, you may be allowed to enter into Transactions in Financial Instruments that should not be marketed and offered to you.

8.10. Key Information Document

(a) The Key Information Document ("KID") is the document prepared by the Company for the packaged retail and insurance-based investment products ("PRIIPs") manufactured and sold by the Company to Retail Clients. In

accordance with the requirements of PRIIPs, the purpose of the KID is to provide you with overview information on the Company, applicable laws and regulations, the services offered as well as the nature and risks involved in the trading of spot forex and CFDs.

(b) As the KID constitutes an overview of the risks involved, is provided to you only for the purpose of helping you to understand the nature, costs, risk and rewards of the relevant products and to help you to compare it with other products, it should be used for information purposes. This Agreement comprises the primary legal agreement between you and the Company for the services we provide to you as described herein.

(c) The KIDs for spot forex and CFDs are available on our website

8.11. Transaction Reporting

In accordance with the Markets in Financial Instruments Regulation (MiFIR), Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, we are obliged to report transactions on financial instruments that are admitted for Trading on a Trading Venue ("ToTV") or for which a request for admission to trading has been made, financial instruments where the underlying is a financial instrument ToTV; and financial instruments where the underlying is an index or a basket composed of financial instruments ToTV.

In this respect, you are irrevocably authorizing us to report all of your reportable transactions to the FCA. For the purposes of facilitating Transaction Reporting, you should provide us, among other, with the following supporting documentation, in an acceptable by us format:

Natural Person: Depending on the country of your residence, you should provide us with such supporting documentation as required by the Annex II of the Delegated Regulation (EU) 2017/590 regarding national client identifiers for natural persons to be used in transaction reports, including but not limited to the passport number or identity card number or concatenation (CONCAT) number.

Legal Person: You should provide us with the Legal Entity Identifier ("LEI"), the 20-digit, alphanumeric code that enables clear and unique identification of legal entities participating in financial transactions. It is emphasized that we will not be in a position to provide a service triggering the obligation for us to submit a transaction report for a transaction entered into on your behalf, prior obtaining the LEI from your side. Failure to renew your LEI on an annual basis will result to the termination of this Agreement.

You should also provide us with any additional information and/or supporting documentation may be requested from time to time, required under MiFIR or any other applicable laws and regulations, in order to comply with our reporting obligation.

In case of refusal or failure to provide us with the required information and/or supporting documentation, we have the absolute right to refuse you to trade with us and to suspend your Account or terminate this Agreement.

8.12. Client Categorization

(a) This section should be read in conjunction with our Client Categorization Policy, which is uploaded onto our website and is available here.

(b) We have categorized you as a Retail Client and therefore, you will benefit from the regulatory protections afforded to Retail Clients under the FCA Rules. In certain circumstances you may wish to be placed into a different category. In such an event, we will examine your request, which shall be made in writing.

9. Use of Internet, Software and Computers

The Client understands and acknowledges that:

(a) While the Internet is generally reliable, technical problems or other conditions may from time to time delay or prevent the Client from accessing the Trading Platform.

(b) The use of the Internet exposes the user to risks resulting from the structure of the Internet and the use of a personal computer and/or any other end equipment permitting connection to the Internet.

(c) The Client is responsible for all the results of unauthorized use of passwords and other means of information protection given to the Client, and in the Client's personal computer.

(d) The entry passwords for the Trading Platform are personal, secret, private, and may not be transferred. The client should consider changing their password on a regular basis. Use of the passwords and the preservation of their secrecy is at the full responsibility of the user, with all that this entails, including, but not only, responsibility for damage caused to the Client and/or to any other third party, as a result of transferring the password to others, by acts of commission or omission, and/or as a result of unsuitable storage of the password.

(e) The Client hereby agrees and undertakes to immediately inform TPtrades of any access to the Account by a user unauthorized by the Client and/or of any violation and/or damage to privacy and/or to the security of the Trading Platform.

(f) TPtrades shall not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

(g) TPtrades does not represent, warrant or guarantee that the Client will be able to access or use the Trading Platform at all times or all locations of its choosing, or that TPtrades will have adequate capacity for the Trading Platform as a whole or in any geographic location, or that the Trading Platform will provide uninterrupted and error-free service.

(h) TPtrades shall not be responsible for any loss and/or damage of any kind caused to the Client as a result of use of the Account by others, whether or not with the Client's knowledge.

(i) The use of the TPtrades web site, the Trading Platform, and the information services provided by TPtrades to the Client are at the Client's full and sole responsibility and the Client hereby confirms that he is aware of all the risks resulting from the method of giving and receiving the information services through the internet.

(j) The Client may be provided with the facility to use functionality and/or software for automated trading such as 'Trailing Stops' and/or 'Expert Advisor' at the discretion of TPtrades. Use of this facility by the client is optional. The client understands that TPtrades in no way recommends or endorses this automated trading functionality and/or software and does not accept any responsibility for any malfunctions or failures.

(k) We may interrupt your use of our Website and/or Trading platform to carry out essential account maintenance, transaction adjustments, modifications or any development related matters. This may be site-wide. We shall endeavor to provide you with reasonable notice of this, however, this may not be possible in all situations given that market operations are available on a continuing basis.

(l) TPtrades may obtain information from your use of our Website and/or Trading platform relating to the type of device that you use. We may use this data to help us identify and prevent fraud, illegal activity and inappropriate behavior including deceptive impersonation.

(m) Various access methods (e.g. mobile, desktop) may be made available to you. Different access methods may have different functionality and content from one another, and such content and functionality are subject to change without notice.

10. Telephone and Recording

10.1. The Client acknowledges that he understands and fully and solely assumes the risks involved in providing telephone instructions, including the risks of possible misunderstanding of the Client's instructions, impostures and/or false identification of the Client on the phone. If the Client does not wish telephone Transactions to be permitted, he should so inform TPtrades in writing.

10.2. The Client acknowledges and agrees to receive telephone calls from TPtrades at their last updated telephone number recorded in our system at an appropriate time of the day and TPtrades agrees to reschedule such calls to an alternative date and/or time should the client so request.

10.3. Any and all telephone conversations between the Client and TPtrades, may be recorded in accordance with applicable laws and regulations and to the use of such recording in relation to any dispute between the Client and TPtrades.

10.4. The Client understands that TPtrades will retain such recordings for a limited period in accordance with its document retention policies in effect from time to time.

10.5. We strongly recommend that you keep your own records of all communications between us (such as instructions and transactions) including details of the times, dates and nature of your instructions as these details will be important if there is a dispute between you and us.

10.6. You acknowledge that, under no circumstances, will TPtrades representatives provide investment advice or request that you provide them with sensitive information such as passwords and payment methods information. You further acknowledge that telephone calls are not a guaranteed service, and that no assumptions should be made in relation to the frequency and/or purpose of such calls. Should you decide not to receive telephone calls, you can contact Customer Support with this request.

11. Chargeback Policy

11.1. If we receive, for any reason, a dispute, claim, and/or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to:

11.1.1. immediately close any and all of your open Transactions whether at a loss or a profit and liquidate your Trading Account with or without any notice; and/or

11.1.2. immediately place restrictions on your trading account with or without any notice, including: i) the restriction on making deposits using any payment method to your trading account, even in cases of margin alert(s), ii) the restriction on requesting withdrawals from your trading account, and iii) the restriction on opening new positions on the trading platform; the duration of the restrictions will be set at the TPtrades' discretion;

11.1.3. terminate the Client Agreement.

The Company will not be held liable for any loss, cost or charge incurred resulting directly or indirectly from the exercise of our right to place restrictions on your trading account as provided in this section of this Agreement. You further agree that the exercise of our right of this Agreement does not affect, diminish, influence or alter in any way our rights to make Margin Calls under this Agreement.