

**Neomarkets Group Ltd**

Suite 201, 2nd Floor, The Catalyst, 40 Silicon Ave, Ebene, 72201, Republic of Mauritius  
[info@marketsneo.com](mailto:info@marketsneo.com)

# **NEOMARKETS GROUP LTD**

## **CLIENT AGREEMENT**

**May 2024**

**Neomarkets Group Ltd**

Suite 201, 2nd Floor, The Catalyst, 40 Silicon Ave, Ebene, 72201, Republic of Mauritius  
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## **1. SCOPE**

1.1 This Client Agreement (“Agreement”) explains your rights and obligations as a “Client” or a potential Client of NEOMARKETS GROUP. It sets out the basis on which we will enter into Transactions with you and governs each Transaction entered into or outstanding between you and us on or after the date that this Agreement comes into effect”.

1.2 When the Agreement mentions “NEOMARKETS GROUP” or the “Company”, or “us” it refers to Neomarkets Group Limited, a company registered in the Republic of Mauritius and licensed by the Financial Services Commission of Mauritius with an Investment Dealer (Full-Service Dealer excluding Underwriting) License with license number GB22200517. Our company registration No. is 189156/GBC and our registered address is Suite 201, 2nd Floor, The Catalyst, 40 Silicon Ave, Ebene 72201, Republic of Mauritius.

1.3 This Agreement is not the only document that explains your relationship with NEOMARKETS GROUP. When you accept the terms and conditions of this Agreement you also accept the relevant Terms of Business, the Risk Disclosure, the Complaints Management Policy, the Privacy Statement, the Regulations for Non-Trading Operations, the Information on Anti-Money Laundering, the Agreement for Market Data Display Services, the NASDAQ Subscriber Agreement, the NYSE Market Display Services Agreement, the Cookie Policy as well as any other document in the “Documents” section of the Website (collectively, the “Operative Agreements”). You must carefully read and agree to all the terms of each of them before you start trading with us.

1.4 You can find definitions for any capitalized terms used in this Agreement in Annex A (“Interpretation of Terms”).

1.5 The defined terms used in this Agreement are set out in Appendix A (“Interpretation of Terms”). The effective date of any Operative Agreement is the day we notify you that your Trading Account has been activated. The Operative Agreements apply to you as long as you remain a Client of NEOMARKETS GROUP. Some of your obligations will still apply even after the termination of the Operative Agreements.

## **2. ACCOUNT ACTIVATION**

2.1 You will receive notice that your Trading Account was activated after:

- (a) you have properly completed the Client registration form on the Website; and
- (b) you have taken all steps required to allow us to establish and verify your identity.

2.2 Even if you comply with subparas 2.1.(a) and 2.1.(b) above, we will still have the absolute discretion to reject your application to become a Client of NEOMARKETS GROUP.

2.3 To start using your Trading Account, you will be asked to make a deposit.

2.4 If there is a change in your name, address, nationality or gender, you should notify us of it within fourteen (14) calendar days from the date of the change.

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2.5 Your application to become a Client of NEOMARKETS GROUP will be rejected if you knowingly or unknowingly submit false information or make a false declaration to us. We may have to report you to the competent authorities in Mauritius or elsewhere for these actions.

2.6. Clients originating from jurisdictions deemed low-risk may receive conditional approval to initiate deposits and trades without completing the full Know Your Customer (KYC) process:

- a) Clients under conditional approval are subject to a maximum deposit cap of \$5,000 USD; and
- b) upon conditional approval, Clients are granted an allowance period of 5 (five) days to furnish all requisite documentation for comprehensive Know Your Customer (KYC) verification. During this period, withdrawal functionalities will remain suspended until full KYC compliance is attained. Failure to meet the KYC requirements within this timeframe may lead to account restrictions, including the suspension of trading activities and closure of active positions; and
- c) Failure to complete the KYC process within the stipulated 5-day grace period may result in the closure or cancellation of all active trade positions; and
- d) any remaining account balance will be refunded to the Client's sender account with the refund amount not exceeding the initial deposit and subject to the express will of the Client, received in writing, to effectuate such refund. In case, the client is unreachable, the fund will remain in the trading account; and
- e) the execution of requests and orders via email may be executed with delay and the Client does not have the right to make any claims in this regard; and
- f) The refund amount may be subject to deduction for actual expenses incurred by the company, taking into consideration the client's trading activity outcome.

### **3. CAPACITY**

3.1 You can become our Client only if:

(a) you are an individual who is at least eighteen (18) years old or at least the legal age in your respective jurisdiction; or

(b) you are a body corporate in good standing that has the legal capacity to enter into the Operative Agreements; and

(c) you are domiciled, located, registered in a country where the distribution or use of our Instruments would not be contrary to local laws or regulations. It is your responsibility to know and comply with any local laws or regulations to which you are subject to; and

(d) you are not domiciled, located, registered in a country where we do not accept Clients from.

3.2 You will initiate each Transaction with us as a principal and not as an agent for any undisclosed person. This means that unless we have otherwise agreed in writing, we will treat you as our Client for

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all purposes and you will be responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us, we will not accept that person as an indirect Client of ours and we will accept no obligation to them unless otherwise specifically agreed by us in writing.

3.3 In relation to any Transaction, we will either be on the other side of it as a principal or act as an intermediary for you.

3.4 Stock trading may not be available to you due to country-specific restrictions.

3.5 To access US stock trading, you will be prompted to complete form W-8BEN (if you are an individual) or form W-8BEN-E (if you are a corporate entity). These forms remain valid for 3 (three) calendar years from the signature date and should be re-submitted after this period expires. You have an ongoing obligation to inform us about any changes in your W-8BEN/W-8 BEN-E status and re-submit the form to reflect these changes.

3.6 To comply with our duties under the Foreign Account Tax Compliance Act ("FATCA") and the Common Reporting Standard ("CRS"), we can request that you provide any information or documentation reasonably required and you will provide it without any delay.

## **4. CLIENT ASSETS**

4.1 Your funds will be at all times segregated from our funds as provided for in the Applicable Regulations. In case of our insolvency, your funds will not form a part of our proprietary assets under the Applicable Regulations or the laws of Mauritius on insolvency.

4.2 We are allowed to pool your funds with funds of our other Clients and hold them in a segregated omnibus bank account that will be named in a manner that shows that this bank account does not hold our proprietary funds. We will use reasonable care when choosing a bank for safeguarding your funds.

4.3 We will reconcile our records of the Client funds balances kept on the segregated omnibus bank accounts with those of the bank with a frequency that is necessary to comply with our safeguarding duties. If due to reconciliation a transfer of funds should be made to or from a segregated omnibus bank account, this transfer will be initiated on the same Business Day as the reconciliation was performed.

4.4 We may hold your funds in segregated omnibus accounts in banks located outside Mauritius or pass your funds to an intermediate broker, settlement agent or an over-the-counter counterparty located outside Mauritius to perform your Transaction. We will use reasonable care when choosing these third parties, however we cannot guarantee that your funds will receive the same level of protection as if they were held with or passed on to an entity in Mauritius.

4.5 The rules we follow when we safeguard and safekeep your Instruments can be found in the Terms of Business.

4.6 At least once per year we will send you a statement of your funds and Instruments held by us unless this information has been provided to you in another periodic statement.

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## **5. SERVICES. NO INVESTMENT ADVICE**

5.1 When transacting with you, we provide the following services:

(a) reception and transmission or execution (on own account) of your Orders as a principal or as an intermediary;

(b) granting you credit to transact with an Instrument, provided that you are involved in this Transaction;

(c) safekeeping and administrating Instruments for your account, including custody and related services;

(d) providing you with access to investment research data which may be relevant to you.

5.2 We transact with you on an execution-only basis and will not:

(a) provide you with any form of investment advice for your planned Transactions or monitor the status of the current ones;

(b) check the suitability of the Transaction for you;

(c) make Margin Calls on your Open Positions; and

(d) close your Open Positions on our own initiative unless this is allowed by the Applicable Regulations or an Operative Agreement.

5.3 You will not receive any investment, legal, regulatory, tax or other form of advice from us. You should seek independent advice or rely on your own judgement, market knowledge and experience when evaluating the merits of a Transaction.

5.4 If an employee or a representative of NEOMARKETS GROUP expresses an opinion regarding any Instrument or Transaction, you agree that you cannot rely on such opinion, and that it will not constitute investment advice.

5.5 We may provide factual information about the market; or about matters of process and risk related to Transactions or Instruments which we may post on our Website. This information:

(a) is provided solely to enable you to make your own investment decisions;

(b) may be intended for a restricted category of addressees and you cannot pass it on to any person outside that category;

(c) is subject to change and may be withdrawn by us at any time without notice.

5.6 We give no representation or warranty as to the accuracy or the completeness of the information mentioned in Clause 5.5.

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5.7 We may offer you the option to open and trade on a demo account. Execution in a demo account environment might lead to a different outcome than in a live one. We are not liable for any loss or other damage you may incur because of these differences in execution.

5.8 Upon our request, you will submit and resubmit information about yourself that we have to keep on file due to our reporting obligations to tax authorities under the relevant common reporting standard regime (incl., your address, your jurisdiction of residence, your tax identification number).

## **6. CONFLICTS OF INTEREST**

6.1 When NEOMARKETS GROUP deals with you or on your behalf, NEOMARKETS GROUP itself (or and NEOMARKETS GROUP employee, officer or an associate affiliated with NEOMARKETS GROUP), may have a material interest in the outcome of your Transaction that conflicts with your interest.

6.2 A conflict of interest involving our Clients may arise, between:

- (a) our Client and us;
- (b) two of our Clients;
- (c) our Client and our employees (officers, associates).

6.3 If there is a potential conflict of interest involving you or all of our Clients, we will disclose the general nature and circumstances of this conflict before proceeding with the Transaction in question.

6.4 A potential conflict of interest exists in the following circumstances:

- (a) we are on the other side of your Transaction as a principal trading on its own account;
- (b) we may match your Transaction with that of another Client by acting on his/her/its behalf as well as yours;
- (c) we may deal in an Instrument which we could have covered in our factual information about the market we communicate to Clients on our Website;
- (d) we may provide Services to other Clients concerning Transactions in a market that might be against your interests;
- (e) if you were introduced to us by an associate of ours, we may pay a fee to this associate depending on the volume of your Transactions, or under a different fee arrangement;
- (f) we may receive inducements (incl., non-monetary) from persons other than our Clients if they are designed to enhance the quality of our Services and do not impair our ability to act in the best interests of our Clients.

6.5 We do not receive any remuneration, discount or non-monetary benefit from third parties for routing your Orders to a particular trading venue or execution venue which would infringe the requirements on conflicts of interest or inducements.

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6.6 You acknowledge that you are aware of the possibility that the circumstances disclosed in this Clause 6 may result in a conflict of interest and authorize us to proceed with the Transaction in question notwithstanding such conflict.

## **7. COMMISSIONS, CHARGES AND OTHER COSTS**

7.1 You will pay us commissions, charges and other costs (including Spread) as they are shown in the “Trading terms” section of the Website. You will also cover any stamp or similar expenses related to your Transactions.

7.2 It is your responsibility to make yourself aware of the latest commissions, charges and other costs that we will apply as a result of your Transaction.

7.3 We may change commissions, charges and other costs without giving you any prior Written Notice by simply publishing the updated rates on our Website. The new rates will apply immediately after they are published.

7.4 We may also charge you for the provision of Market Data or any other Trading Account feature, custody and settlement services. Additional charges may be disclosed in other Operative Agreements.

7.5 In case you initiate a withdrawal request without any activity from the latest deposit on your Trading Account or we terminate the agreement with you due to your violation of the terms of the Agreement and/or Operative Agreements we may:

a) charge you an equivalent amount of any fees incurred by us in connection with your Transactions and Non-Trading Operations, or

b) charge you 10 (ten) % of the total withdrawal amount.

## **8. CURRENCY**

8.1 The amounts payable to you under the Operative Agreements are automatically converted by NEOMARKETS GROUP into the currency you chose when opening the Trading Account. For these conversions, we use the relevant exchange rate for spot dealings in the foreign exchange market.

8.2 We will make any other currency conversions at any rate we find appropriate, but we will consider the prevailing rates for freely convertible currencies.

8.3 All foreign currency exchange risks arising from any of your Transactions, or the performance of the Operative Agreements by both parties, will be borne by you.

## **9. PROVIDING QUOTES**

9.1 The rules for providing Quotes for your Transactions can be found in the relevant Terms of Business.

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## **10. OFF-HOURS EXECUTION**

10.1 We do not execute Orders outside normal trading hours.

10.2 You can find normal trading hours per Instrument available on our Website. It is your responsibility to check what normal trading hours apply to your planned Transaction.

10.3 We may proceed to provide a Quote and execute your Order for an Instrument out of its normal trading hours, but it is your responsibility to assess how off-hours execution will impact your planned Transaction.

## **11. INSTRUCTIONS**

1.1 We will process your instructions in accordance with the relevant Terms of Business.

## **12. TRADING HISTORY**

12.1 Your Trading Account Balance as well as any other information connected to your Transactions will be available at all times on Personal Area. By accepting this Agreement, you agree that you will have sufficient information to manage your Trading Account and that we comply with the Financial Services Commission, Mauritius rules on Client reporting requirements. You agree not to receive a monthly, quarterly or annual statement of your Trading Account Balance and trading activities.

12.2 All records related to your instructions, Transactions, Orders as well as any other of your activities as our Client will be maintained by us for seven (7) years after the date you stop being a Client of NEOMARKETS GROUP.

12.3 We may without any Written Notice, or your consent archive the records showing your month-long trading activity into a single summarized line accessible to you on Personal Area. We may also delete your record for any cancelled Pending Order that is older than one (1) month.

## **13. NETTING**

13.1 If the aggregate amount payable by you to us under the Operative Agreements equals the aggregate amount payable by us to you under the same, our mutual obligations to pay can be matched and discharged.

13.2 If the aggregate amount payable by you to us under the Operative Agreements exceeds the aggregate amount payable by us to you under the same, we can net our mutual obligations to pay and claim the difference you owe us.

13.3 In case you have multiple Trading Accounts with us, we may discharge the amounts due to us under one Trading Account by transferring funds from the Balance of any other Trading Account you have with us. As a result of this transfer, you may suffer losses due to Margin Calls, triggered Stop Outs and your Trading Account may go into negative Balance, for which we will not be liable.

## **14. MARGIN REQUIREMENTS**

14.1 We will establish the Initial Margin and the Hedged Margin (the 'margin requirements') in such limits as we may require. You can find the currently applicable margin requirements for each Instrument on our Website (see the Contract Specifications). Any new margin requirements will apply from the moment they are published on our Website with no additional Written Notice.

14.2 You pay the Initial Margin or the Hedged Margin at the moment you open the Position. It is your responsibility to ensure that you understand how Initial Margin and the Hedged Margin are calculated.

14.3 We may apply the new margin requirements to your future Positions as well as to the current Open Positions.

14.4 We have no duty to make Margin Calls on your Open Positions. It is your responsibility to notify us as soon as you realize that you will not be able to meet a margin payment when due. If we decide to make a Margin Call on your Open Position, we will not be liable for any failure on our side to get in touch with you regarding the matter.

## **15. PAYMENTS**

15.1 All deposits to or withdrawals from your Trading Accounts will be done in accordance with the Regulations for Non-Trading Operations that you can find on our Website.

## **16. LIMITATIONS OF LIABILITY AND INDEMNITY**

16.1 Nothing in the Operative Agreements will exclude or restrict any duty or liability owed by us to you under the Applicable Regulations, including liability for your personal injury or death.

16.2 We will not, in the absence of fraud, wilful default or gross negligence on our side, be liable for any of your losses, costs, expenses or damages, any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), failure to avoid a loss, loss or corruption of data, loss of goodwill or reputation, directly or indirectly arising from:

- (a) any inaccuracy or mistake in any information, including Market Data, made available to you by us in relation to your Transactions or otherwise;
- (b) any error, failure or delay on your Platform;
- (c) any Transactions you have made on your Platform;
- (d) any failure by us to perform any of our obligations under the Operative Agreements as a result of a Force Majeure or otherwise;
- (e) any acts, omissions or negligence of any third party; including an unauthorized third person's access to your personal data or Access Data;
- (f) any Order placed by you on your Platform and the delay in this Order's execution; our inability to modify and cancel your Order;
- (g) currency risk;
- (h) Slippage and Gapping;
- (i) any risks applicable to trading your Instruments;

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(j) any changes in the rates of taxes applicable to you, other adverse tax implications of the Transactions;

(k) your reliance on Stop Losses;

(l) your reliance on information about normal trading hours for a particular Instrument;

(m) any inability to execute an instruction or Order;

(n) the effect of a corporate event or a corporate action;

(o) the effect of your failure to comply with the Operative Agreements;

(p) the effect of your Trading Account being disabled due to inactivity or Clearly Erroneous Order(s);

(q) any failure of the whole or any part of our software or any systems or network links or any other means of communication;

(r) any computer viruses, worms, software bombs or similar items being introduced into your computer or mobile hardware /software while using your Platform.

16.3 We will not be liable for the solvency, acts or omissions of any third party referred to in the Operative Agreements, including a custodian, sub-custodian, credit or financial institution, market data provider in circumstances where we have taken reasonable care in selecting and appointing this third party in accordance with the Applicable Regulations.

16.4 We may at our sole discretion indemnify you by:

(a) crediting your Trading Account (with explanation);

(b) reopening erroneously closed Positions;

(c) deleting erroneously opened Positions or placed Orders.

16.5 You are responsible for all liabilities, losses or costs of any kind or nature that may be incurred by us as a result of any failure by you to perform any of your obligations under the Operative Agreements, and as a result of any false information or declaration made by you either to us or to any third party.

16.6 Any of your liability to NEOMARKETS GROUP under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by NEOMARKETS GROUP in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed.

16.7 You will indemnify us and keep us indemnified on demand in respect of all liabilities, costs (including, any legal cost, penalties and any interest), claims, damages, demands, losses and expenses of any nature whatsoever which we suffer or incur as a direct or indirect result of any failure by you to perform any of your obligations under the Operative Agreements or which may arise in relation to the execution or as a result of the execution of any of your Transactions.

16.8 A waiver by NEOMARKETS GROUP of a breach of any of the terms of the Operative Agreements does not constitute a waiver of any other breach of those terms and will not prevent NEOMARKETS GROUP from subsequently requiring compliance with the waived obligation.

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16.9 The rights and remedies provided to NEOMARKETS GROUP under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.

## **17. COMPLAINTS MANAGEMENT PROCEDURE**

17.1 To file a complaint with us you should follow the rules of the Complaints Management Policy that is available on our Website.

## **18. COMMUNICATIONS**

18.1 In order to communicate with you, we may use Personal Area, Platform internal mail, in-app messages and push and mobile notifications, e-mail, telephone, our Website, web notifications, SMS and instant messaging platforms.

18.2 The contact details you provided during the opening of your Trading Account (if not subsequently updated) will be used by us to contact you and you agree to accept any notices, including Written Notices, or messages from us at any time.

18.3 Any communications sent to you are deemed served and received:

(a) if sent as an in-app message or push notification or message on/in Personal Area, Platform internal mail, immediately after sending the message or notification;

(b) if sent by e-mail, after the mail system has recorded that the outgoing e-mail was sent;

(c) if by telephone, once the telephone conversation where the communication has been made was finished;

(d) if posted on our Website, immediately after it was posted;

(e) if sent by Web or mobile notifications, immediately after sending it;

(f) if sent by SMS or through an instant messaging platform, within one hour after sending it.

18.4 You will notify us immediately of any change in your contact details.

18.5 Any telephone conversation between you and us may be recorded. Any recordings are and will remain the sole property of NEOMARKETS GROUP and will be accepted by you as conclusive evidence of your instructions or conversations. You agree that we may deliver copies of transcripts of these recordings to any court, regulatory or government authority.

## **19. WRITTEN NOTICE**

19.1 Any Written Notice given under the Operative Agreements may be communicated to you as provided for in Clause 18.1. A Written Notice is deemed served and received at the timepoints stated in Clause 18.3.

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## **20. AMENDMENT AND TERMINATION**

20.1 We have the right to unilaterally amend the terms of the Operative Agreements at any time by giving you Written Notice. The amendments take effect immediately after the Written Notice is deemed served to and received by you under Clause 19.

20.2 Any party may terminate the Operative Agreements by giving Written Notice to the other party.

20.3 Any such termination of the Operative Agreements will not affect any obligation which has already been incurred by either you or NEOMARKETS GROUP in respect of any Open Position or any legal rights or obligations which may already have arisen under the Operative Agreements.

20.4 Upon termination of the Operative Agreements, we may without prior Written Notice to you to:

- (a) discontinue your access to Platform;
- (b) discontinue your access to Market Data;
- (c) close your Trading Account(s);
- (d) perform any currency conversion to enable the termination of the Operative Agreements;
- (e) suspend, freeze or close any Open Positions;
- (f) reject new Orders;
- (g) take any other necessary actions as we deem appropriate to terminate the Operative Agreements with you.

20.5 Upon termination of the Operative Agreements, all amounts payable by you to NEOMARKETS GROUP will become immediately due, including:

- (a) all outstanding commissions, charges and costs;
- (b) any charges and additional expenses incurred or to be incurred by NEOMARKETS GROUP as a result of the termination of the Operative Agreements and any charges incurred for transferring your funds or Instruments elsewhere under your instructions;
- (c) any losses and expenses from closing out any Open Positions or settling any outstanding obligations incurred by Neomarkets Group on your behalf and for your benefit;
- (d) any damages that arose during the arrangement or settlement of pending obligations.

20.6 Upon termination of the Operative Agreements, NEOMARKETS GROUP reserves the right to consolidate the Balances of your Trading Accounts and keep your funds as long as necessary to close your Open Positions and cover any expenses NEOMARKETS GROUP occurs as listed in Clause 20.5.

20.7 We will close your Trading Account(s) after we have settled all amounts due by you to us under the Operative Agreements.

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20.8 If there is Balance in your favour upon termination, NEOMARKETS GROUP will pay out such Balance as soon as practicable, subject to any deductions NEOMARKETS GROUP might make under Clause 20.5 and provide you with a statement showing how that Balance was arrived at and, where appropriate, instruct any third-party custodian or other intermediary to also pay out any applicable amounts that are due to you. When making this pay out, we will follow the rules of the Operative Agreements and your instructions where feasible.

## **21. HOW WE USE YOUR PERSONAL INFO**

21.1 NEOMARKETS GROUP will use, store, or otherwise process personal information provided by you in connection with the Services as set out in the Privacy Statement on our Website.

21.2 You agree that we, for the purpose of marketing our Services and products, may make direct contact with you by telephone or otherwise upon your explicit consent as set out in the Policy Statement. In this case, you agree that you will not consider our direct communications a breach of any of your rights under any relevant data protection or privacy regulations.

21.3 You may opt out of receiving such communications as set out in the Privacy Statement.

## **22. CONFIDENTIALITY**

22.1. The information which NEOMARKETS GROUP holds about you is confidential and will not be used for any purpose other than providing Services to you.

22.2. Your confidential information will be treated as such provided:

(a) it is not already in the public domain or in the legal possession of NEOMARKETS GROUP;

(b) it was subject to an obligation of confidentiality by NEOMARKETS GROUP; at the moment of its receipt by NEOMARKETS GROUP.

22.3. Confidential information may only be disclosed in the following circumstances:

(a) in compliance with our FATCA and CRS duties;

(b) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over NEOMARKETS GROUP;

(c) to investigate or prevent fraud or other illegal activity;

(d) to those members of NEOMARKETS GROUP's personnel who require access to confidential information for the performance of their duties or to any third party in connection with the provision of the Services to you by NEOMARKETS GROUP;

(e) for purposes ancillary to the provision of the Services (e.g., credit checks or identification enquiries);

(f) at your request or with your consent;

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(g) to NEOMARKETS GROUP's consultants, lawyers, auditors, provided that in each case the relevant professional will be informed about the confidential nature of such information and commit to the confidentiality obligations similar to ones in this Clause 22.

22.4. You will at all times keep confidential information about our business, incl., information about our operations, processes, products and technology, NEOMARKETS GROUP's IP, Access Data, affairs, trading, transactions, strategies, Clients and suppliers.

## **23. EVENTS OF DEFAULT**

23.1. Each of the following constitutes an "Event of Default":

(a) your failure to provide any amounts due to us under the Operative Agreements;

(b) your failure to perform any obligations due to NEOMARKETS GROUP;

(c) your breach of Clauses 14,15 or 22;

(d) the launch of proceedings for your bankruptcy (for individuals); or for your winding-up, or for the appointment of an administrator or receiver in respect of you or any of your assets (for corporates); or (in both cases) if you make an arrangement with your creditors or any procedure which is similar to any of the above;

(e) any representation or warranty made by you in Clause 24 is or becomes untrue;

(f) your death or incapacity;

(g) your actions were determined by NEOMARKETS GROUP as fraud, manipulation, Market Abuse or other forms of deceitful or fraudulent activity on your Trading Account;

(h) you have carried out trading while relying on price latency or arbitrage opportunities; during Abnormal Market Conditions;

(i) a material violation by you of the requirements established by laws of the Republic of Mauritius or other countries, where such materiality is determined in good faith by NEOMARKETS GROUP;

(j) NEOMARKETS GROUP suspects that you are engaged in money laundering activities or terrorist financing or other criminal activities; (k) any other event, where Neomarkets Group believes that it would be reasonable to take any action set out in Clause 23.3 to remedy the aftermath of this event.

23.2. In case of an Event of Default described in subpara 23.1 (f), the remaining Balance will be sent to the next of kin or other qualifying person as provided in the applicable laws after we receive the necessary evidence showcasing the right to claim the Balance.

23.3. If an Event of Default occurs NEOMARKETS GROUP may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following steps:

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- (a) terminate the Operative Agreements without Written Notice;
- (b) close out any of your Open Positions at current Quotes or unwind them;
- (c) debit your Trading Account(s) for the amounts which are due to NEOMARKETS GROUP;
- (d) suspend or close any of your Trading Accounts held with NEOMARKETS GROUP;
- (e) refuse to open new Positions or Trading Accounts;
- (f) adjust the Balance to remove Illicit Profit;
- (g) convert any currency if necessary to deal with the aftermath of the Event of Default.

## **24. REPRESENTATIONS AND WARRANTIES**

24.1. You represent and warrant to NEOMARKETS GROUP, and agree that each such representation and warranty is deemed repeated each time you give an instruction by reference to the circumstances prevailing at such time, that:

- (a) the information provided by you to NEOMARKETS GROUP is true, valid, authentic, accurate and complete in all material respects;
- (b) you have read and fully understood the terms of the Operative Agreements;
- (c) you are duly authorized to enter into the Operative Agreements, open a Trading Account, give instructions and perform your obligations thereunder;
- (d) you act as a principal and not as an agent or representative or trustee or custodian on behalf of someone else (unless otherwise agreed with us in writing);
- (e) you meet the capacity requirements of Clause 3.1;
- (f) all actions performed by you under the Operative Agreements will not violate the Applicable Regulations or any law, ordinance, charter, by-law or rule applicable to you, or any agreement by which you are bound or by which any of your assets are affected;
- (g) your funds and Instruments are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for any illegal activity;
- (h) your funds and Instruments are owned by you and are free of any lien, charge, pledge or other encumbrance or claim by any third party;
- (i) you have chosen the particular type of Service and Instrument taking your total financial circumstances into consideration and you consider this choice reasonable under such circumstances;
- (j) you have declared when prompted if you are a Politically Exposed Person and will notify NEOMARKETS GROUP if at any stage during the course of the duration of the Operative Agreements you become a Politically Exposed Person;

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(k) the purpose of your Transactions with NEOMARKETS GROUP is one or more of the following:

- (i) speculative trading;
- (ii) hedging;
- (iii) investments;
- (iv) intraday trading other than “Scalping Strategy” as used in this Agreement;
- (v) manage risk.

In the event where the purpose is other than the above you will notify NEOMARKETS GROUP;

(l) you are entering into the Operative Agreements for one or more of the followings reasons:

- (i) trading in Contracts for Differences (“CFDs”) on various eligible underlying assets;
- (ii) trading in Stock.

In the event where the nature is other than the above, or at any stage during the course of the Operative Agreements the nature changes, you will notify NEOMARKETS GROUP;

(m) you will not use (or allow another person to use) any software, algorithm, application or device to access information available on your Platform to automate the process of trading, engage in any trading strategies or arbitrage practices or otherwise; or to violate the integrity of your Platform or cause them to malfunction;

(n) you will not use “Scalping Strategy” as used in this Agreement.

(o) you have disclosed that you are an employee, associate or contractor of a business that is entitled to control your financial transactions due to this status and have disclosed the relevant limitations;

(p) you will not use the Market Data made available to you for any purpose other than for your own trading, and you agree not to redistribute this Market Data to any other person for commercial or other purposes.

24.2. you acknowledge that NEOMARKETS GROUP is not required to assess the appropriateness or suitability of the Instruments or Services provided to you and you will not benefit from the corresponding protections.

## **25. FORCE MAJEURE**

25.1. NEOMARKETS GROUP may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case NEOMARKETS GROUP will take reasonable steps to inform you about this.

25.2. A Force Majeure Event is:

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(a) any act, event or occurrence (incl., any national emergency, strike, riot or civil commotion, government actions, acts of terrorism, outbreak or threat of war or hostilities, act of God, earthquake, epidemic, accident, fire, flood, storm, breakdown, interruption or malfunction of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs, or any other international calamity, economic or political crisis, or natural disaster) which, in the NEOMARKETS GROUP's reasonable opinion, prevents NEOMARKETS GROUP from complying with its obligations under the Operative Agreements;

(b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which NEOMARKETS GROUP relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

(c) Abnormal Market Conditions; or

(d) any event, act or circumstances not reasonably within the NEOMARKETS GROUP's control and the effect of that event(s) is such that NEOMARKETS GROUP is not in a position to take any reasonable action to cure the default.

25.3. If NEOMARKETS GROUP determines that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) NEOMARKETS GROUP may without prior Written Notice and at any time take any of the following steps:

(a) increase margin requirements;

(b) close out any Open Positions at such prices as NEOMARKETS GROUP considers in good faith to be appropriate;

(c) suspend or modify the application of any terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for NEOMARKETS GROUP to comply with them;

(d) take or omit to take all such other actions as NEOMARKETS GROUP deems to be reasonably appropriate in the circumstances with regard to NEOMARKETS GROUP and its Clients;

(e) increase Spreads;

(f) decrease Leverage.

## **26. SUSPENSION & OTHER REMEDIES**

26.1. NEOMARKETS GROUP has the right to suspend your Trading Account at any time for any reasonable ground (incl. Abnormal Market Conditions, erroneous Order, Stop Loss, Take Profit set-ups, instructions made in absence of sufficient Balance, any actions that create a negative trading experience for other Clients) with or without a Written Notice to you until and if an alternative remedy is chosen.

26.2. NEOMARKETS GROUP may suspend, close or unwind any Transaction which is a result from any technical misconfiguration, technical error, human error on NEOMARKETS GROUP's or your side.

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## **27. CLOSE ONLY MODE**

27.1. In the event that NEOMARKETS GROUP determines that an Order submitted by you is a Clearly Erroneous Order, NEOMARKETS GROUP reserves the right to disable the relevant Trading Account to close only mode.

27.2. NEOMARKETS GROUP will give you a Written Notice of its intention to disable the account to close only mode. You will have three (3) Business Days from the date of the Written Notice to resolve all Clearly Erroneous Orders.

27.3. If your Trading Account is in close only mode you will not be permitted to open any new Positions or increase exposure under the existing ones, but you will be permitted to close, part close or reduce your exposure.

## **28. JOINT ACCOUNTS**

28.1. Where the Client comprises two or more individuals, the liabilities and obligations under the Operative Agreements will be joint and several.

28.2. Any warning or other notice given to one of the persons which form the Client will be deemed to have been given to all the persons who form the Client.

28.3. Any Order given by one of the persons who form the Client will be deemed to have been given by all the persons who form the Client.

28.4. In the event of the death or incapacity of one of the persons which form the Client, all funds held by NEOMARKETS GROUP or a third party, will be for the benefit and at the order of the other individual and all obligations and liabilities owed to Neomarkets Group will be owed by such other individual.

## **29. INACTIVE ACCOUNTS**

29.1. NEOMARKETS GROUP may suspend or deactivate your Trading Account where there are no funds (your Balance is zero) and no trading activity on the Trading Account for a period of thirty (30) calendar days. In this case, you may regain access to your Trading Account by making a deposit.

29.2. If you have not transacted with NEOMARKETS GROUP for a period of six (6) consecutive months on the Trading Account; NEOMARKETS GROUP may:

(a) close your Trading Account (if your Balance is zero); or

(b) charge a handling fee (if you have a positive Balance).

NEOMARKETS GROUP may in its absolute discretion waive any handling fees which are charged on your Trading Account if you resolve your Balance.

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### **30. MARKET DATA**

30.1. You will have access to Market Data which is data produced by market data providers and made available to you by us in order to trade Instruments on your Platform. You must consult the Website of the relevant market data provider for full details of the rules applicable to the Market Data you see.

30.2. You agree:

(a) that Market Data will be made accessible to you in order to assist you to make your own investment decisions and will not amount to investment advice by NEOMARKETS GROUP;

(b) that Market Data is valuable confidential information and belongs exclusively to the market data providers and cannot be published, transmitted or otherwise reproduced by you in any format, partially or in full scope;

(c) to provide NEOMARKETS GROUP, immediately upon request, information about your use or intended use of Market Data;

(d) to immediately inform NEOMARKETS GROUP in case you are no longer a Non-Professional User;

(e) that NEOMARKETS GROUP may monitor your use of Market Data in any format it deems appropriate;

(f) that NEOMARKETS GROUP may at its discretion suspend your access to Market Data at any time and has no obligation to justify this decision;

(g) that, when necessary, NEOMARKETS GROUP may enter into any agreement on your behalf with a market data provider to enable your access to Market Data.

### **31. USE OF PROPRIETARY CONTENT AND IP RIGHTS**

31.1. You are permitted to store, display, analyse, modify, reformat, and print the information made available through Personal Area only for your trading purposes.

31.2. You are not permitted to publish, transmit, or otherwise reproduce information made available through your Platform, in whole or in part, in any format to any third party without NEOMARKETS GROUP's consent or the consent of the owner of that information.

31.3. You may not alter, obscure, or remove any copyright, trademark or any other notices that are provided on your Platform.

31.4. You have no right to use "NEOMARKETS GROUP" as part of or a sole word while registering domain names or as a nickname or alias in any public forum, or due to any other unauthorized usage.

31.5. All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website, Personal Area and your Platform in their totality, their contents, and any related materials ("NEOMARKETS GROUP's IP") will remain at all times the sole and exclusive property of NEOMARKETS GROUP or its Affiliates and you will have no right to copy, modify, decompile, reverse

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engineer, or make derivative works of NEOMARKETS GROUP's IP unless otherwise specified in the Operative Agreements.

## **32. ACCESS DATA**

32.1. You will notify NEOMARKETS GROUP immediately if you know or suspect that your Access Data has or may have been disclosed to any third person.

32.2. In case we suspect unauthorized access to (due to your actions or not) or the use of your access codes, any login code, passwords ("Access Data") for your Platform, we will terminate access to your Trading Account to investigate.

32.3. You agree to co-operate with any investigation NEOMARKETS GROUP may conduct into any misuse of your Access Data.

32.4. You will be liable for all Orders given through and under your Access Data and any such Orders received by us will be considered as given by you, unless established that the Orders in question were a result of unauthorized access at no fault on your side.

32.5. You are solely responsible for providing and maintaining the compatible equipment necessary to access and use your Platform.

## **33. RISK DISCLOSURE**

33.1. NEOMARKETS GROUP discloses and you acknowledge that you run a great risk of incurring losses and damages as a result of the purchase or sale of any Instrument, and you are willing to undertake this risk. Risks are fully disclosed in the Risk Disclosure on the Website.

## **34. TRADING BENEFITS**

34.1. When you agree to participate in a bonus scheme, or other promotion, or contest which offers a trading benefit ("Trading Benefits Scheme"), the following rules will apply:

34.2. you will not be entitled to participate in more than one Trading Benefit Scheme at a time, unless otherwise explicitly provided in the terms of the Trading Benefit Scheme(s) in question;

34.3. NEOMARKETS GROUP will not be liable for any Margin Calls or losses (incl. due to Stop Outs) that you may suffer, if the trading benefit is withdrawn for any reason pursuant to the rules of the Trading Benefit Scheme;

34.4. NEOMARKETS GROUP reserves the right to alter, amend, suspend, cancel or terminate the Trading Benefit Scheme, or any aspect of it, at any time without any prior Written Notice. NEOMARKETS GROUP will not be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Trading Benefit Scheme;

34.5. NEOMARKETS GROUP reserves the right, at its sole discretion, to disqualify you from any Trading Benefit Scheme if it suspects a misuse or an attempt to misuse a Trading Benefit Scheme on your side

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and cancel all of your profits. In these circumstances, NEOMARKETS GROUP will not be liable for any consequences of this Trading Benefit Scheme's cancellation and your disqualification.

### **35. SWAP-FREE ACCOUNT**

35.1. The rules on swap-free accounts can be found on the Website.

### **36. MARKET ABUSE**

36.1. You will not arrange or execute or place an Open Position, or Order that contravenes any law or regulatory rules in relation to Market Abuse. You will find more rules about how we will proceed if we suspect a case of Market Abuse on your side in the relevant Terms of Business.

### **37. CORPORATE ACTIONS**

37.1. When you trade stocks, CFDs on stocks and Indices, we may (but have no obligation to) reflect the corporate actions that apply to these Instruments. You will find more rules about corporate actions in the relevant Terms of Business.

### **38. SECURITY INTEREST**

38.1. In order to ensure your compliance with the Operative Agreements, you grant us a first fixed charge on, a general lien over, and a right of set-off in respect of all stocks held on or due to be delivered to your Trading Account by us on your behalf and for your benefit ("Security"). You appoint us as your agent to take any actions necessary to perfect this Security.

38.2. If you fail to comply with any provisions of the Operative Agreements, the Security will be enforceable against you by NEOMARKETS GROUP. We may, accordingly, while acting in good faith, without any notice to you, cancel, close out or reverse any stock Transaction we have entered into for your benefit and on your behalf, and sell or otherwise dispose of any stocks subject to Security at any available price.

38.3. We will apply the proceeds of disposing stocks subject to Security (net of costs) towards your liabilities to us and will pay you the remaining balance, if any. If these proceeds do not discharge all of your liabilities to us, then you will remain liable for the difference.

### **39. ASSIGNMENT AND THIRD PARTIES**

39.1. NEOMARKETS GROUP has the right, subject to the Applicable Regulations and with Written Notice, to assign any and all of its rights or obligation under the Operative Agreements to another regulated or non-regulated third party.

39.2. You acknowledge that NEOMARKETS GROUP may arrange for an Order to be executed with or through a third-party which may be an unaffiliated company, or an Affiliate of NEOMARKETS GROUP.

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39.3. You accept that, to the degree allowed by the Applicable Regulations, some of the Services may be outsourced to agents, Affiliates or service providers of NEOMARKETS GROUP.

39.4. Any authority granted by you to NEOMARKETS GROUP, or any limitation of liability of NEOMARKETS GROUP, will also extend to include the grant of authority to and limitation of liability of its Affiliates, agents and any service providers.

## **40. CONFIRMATIONS**

40.1. Information on your Transactions, Trading Account and confirmations will be sent to your e-mail address on record or communicated via Personal Area.

40.2. It is your responsibility to inform us of any change to your email, the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement of your Transaction occurs.

40.3. If you have a reason to believe that the confirmation is inconsistent or if you do not receive any confirmation (though the Transaction was made), you should contact us.

40.4. Confirmations will, in the absence of manifest error, be deemed conclusive unless you notify NEOMARKETS GROUP in writing to the contrary within two (2) Business Days following the day of receipt of the said confirmation with error.

## **41. TAX FILINGS AND OTHER LEVIES**

41.1. You are solely responsible for all tax filings, returns and reports on any Transactions which is relevant to any authority, whether governmental or otherwise, and for payment of all taxes (including any transfer or value added taxes), arising in connection with any Transaction.

## **42. GOVERNING LAW AND JURISDICTION**

42.1. This Agreement will be governed by and construed in accordance with the laws of the Republic of Mauritius.

42.2. In the event of a dispute arising out of or relating to the Operative Agreements, you irrevocably agree to first seek settlement of that dispute with NEOMARKETS GROUP under the Regulations for Non-Trading Operations or in accordance with the Complaints Management Policy, respectively.

42.3. If the dispute is not settled in accordance with the Clause 42.2 above, either party may commence arbitration in accordance with Clause 42.4 below.

42.4. Any dispute, controversy, difference or claim arising out of or relating to the Operative Agreements (including, without limitation, the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to them) will be referred to and finally resolved by arbitration administered by the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry ("MARC") under the MARC Arbitration Rules in force when the request for arbitration is submitted ("MARC Rules"):

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(a) The number of arbitrators will be one (1). This sole arbitrator will be appointed by the MARC following the MARC rules.

(b) The seat and venue of arbitration will be Port Louis, Mauritius.

(c) The arbitration proceedings will be conducted in English.

(d) The provisions of the First Schedule to the Mauritius International Arbitration Act 2008 will apply to the arbitration.

42.5. You irrevocably waive to the fullest extent permitted by law, with respect to you and your revenues and assets, all immunity from:

(a) jurisdiction of any courts or arbitral proceedings;

(b) relief by way of injunction, orders for specific performance, or for recovery of property;

(c) attachment of your assets (whether obtained before or after judgment or award); and

(d) the execution or enforcement of any judgment to which you or your revenues or assets might otherwise be the subject matter in any proceedings in arbitration or in courts.

### **43. MISCELLANEOUS**

43.1. In the event of a negative Balance in your Trading Account, we will not file a claim against you for that amount, unless it is as a result of your illicit activities.

43.2. You agree that time shall be of the essence in the Operative Agreements.

43.3. If any term of the Operative Agreements (or any part of any term) will be held by a tribunal or court to be unenforceable for any reason then such term will, to that extent, be deemed severable and not form part of the Operative Agreements, but the enforceability of the remainder of Operative Agreements will not be affected.

43.4. NEOMARKETS GROUP's official language is English, and you should always read and refer to the main Website for all information and disclosures about NEOMARKETS GROUP and its activities in English. If any translation or information is provided in languages other than English, it is for informational purposes only and do not bind NEOMARKETS GROUP or have any legal effect whatsoever.

### **44. ACKNOWLEDGMENT FOR MARKET DATA PURPOSES**

44.1. By executing this Agreement, you (known as "Subscriber" in the NASDAQ Global Subscriber Agreement and NYSE Market Display Services Agreement) agree:

(a) that you have read and agree to be bound by the NASDAQ Global Subscriber Agreement and NYSE Market Display Services Agreement;

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(b) that NEOMARKETS GROUP as Distributor is not an agent of NASDAQ and/or NYSE and is not authorized to add to or delete from the NASDAQ Global Subscriber Agreement and/or NYSE Market Display Services Agreement and is not authorized to modify any provision of the NASDAQ Global Subscriber Agreement and/or NYSE Market Display Services Agreement; and

(c) that no provision has been added to or deleted from the NASDAQ Global Subscriber Agreement and/or NYSE Market Display Services Agreement and that no modifications have been made to it. Both you as the Subscriber and the person executing on behalf of the Subscriber warrant that the Subscriber is legally able to undertake the obligations set forth in and the signatory is duly authorized to bind the Subscriber to the NASDAQ Global Subscriber Agreement.

## **APPENDIX A:**

Definitions and Interpretation of Terms I. In the Operative Agreements, the words shall have the following meaning:

**“Abnormal Market Conditions”** include low liquidity in the market, rapid price movements in the market, considerable breaks in the Quotes Flow in Personal Area, fast price movements; and large Price Gaps.

**“Affiliate”** shall mean in relation to NEOMARKETS GROUP, any entity controlled directly or indirectly by NEOMARKETS GROUP, any entity that controls directly or indirectly NEOMARKETS GROUP, or any entity directly or indirectly under common control with NEOMARKETS GROUP.

**“Applicable Regulations”** shall mean the Financial Services Act, the Securities Act 2005, relevant regulations, circulars, guidelines and Directives of the Financial Services Commission and any other applicable laws of Mauritius, as amended from time to time.

**“Ask”** shall mean the higher price in the Quote being the price at which the Client may buy.

**“Associated Company”** shall mean where a company has control of the other, or both are under the control of the same person(s).

**“Balance”** shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.

**“Bar/Candle”** shall mean a Chart element, which shows opening and closing prices, as well as the lowest and the highest prices for the definite period of time (for example, minute, 5 minutes, a day, a week).

**“Bid”** shall mean the lower price in the Quote being the price at which the Client may sell.

**“Business Day”** shall mean any day between Monday and Friday, inclusive, other than the 25th of December, or the 1st of January or any other holiday announced by NEOMARKETS GROUP on its Website.

**“Charges”** shall mean any fees, account costs, transaction or other charges including custody and settlement fees.

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**“Clearly Erroneous Order”** an order at a price substantially different from the prevailing market for any given Instrument on a trading day or outside the traded range for any given tradeable Instrument for a particular moment in time that may be in question.

**“Client”** shall mean a legal entity or an individual being a party to the Client Agreement and Operative Agreements with the Company.

**“Company”** shall mean **Neomarkets Group Ltd** ([marketsneo.com](http://marketsneo.com)), an Investment Company regulated by the Financial Services Commission, Mauritius (the “FSC”) as an Investment Dealer (Full-Service Dealer, excluding Underwriting, License № GB22200517) pursuant to Section 29 of the Securities Act 2005.

**“Contract Specifications”** shall mean principal trading terms for each Instrument, displayed on NEOMARKETS GROUP’s Website under the section with the same name.

**“Day Order”** shall mean an Order which is automatically deleted at the end of the trading session.

**“Dealer”** shall mean the Server or an employee of the Company who is authorized to process the Client’s Instructions and Requests and execute Orders and Stop Outs.

**“Dormant and/or Inactive Account”** shall mean any Company Client trading account where the Client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

**“Dormant and/or Inactive Account Fee”** shall mean a handling fee of \$5/€5/£5 or equivalent per month imposed by the Company and/or paid by the Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company.

**“Equity”** shall mean: Balance + Floating Profit - Floating Loss.

**“Exchange Execution”** shall mean an Instruction by the Client, which places the transaction in a queue to be automatically executed at the best price made available by Liquidity Providers at the moment of execution, without seeking further consent from the Client to any price movement.

**“Expert Advisor”** shall mean an algorithm in the form of a program based on MetaQuotes Language 5, which is used to control a Trading Account and give Instructions and Requests to the Server via the Platform MetaTrader 5.

**“Floating Profit/Loss”** shall mean current profit/loss on Open Positions calculated at the current Quotes.

**“Gapping”** happens when the price of an instrument or asset opens above or below the previous day’s close with no trading activity in between.

**“GTC” (“Good Till Cancelled”)** shall mean the Order which is valid until the Client sends the Instruction to delete the Order.

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**“Hedged Margin”** shall mean the margin required to open and maintain Matched Positions. The details for each Instrument are in the Contract Specifications.

**“Illicit Profit”** shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.

**“Initial Margin”** shall mean the margin required to start an Open Position.

**“Instant Execution”** shall mean the execution method where the order is executed to the most recently available price. In instant execution if the requested price is not available, the current available price will be sent to the Client to confirm execution (requote).

**“Instrument”** shall mean CFDs on various underlying assets and stocks. The full list of Instruments currently offered by NEOMARKETS GROUP can be found on the Website.

**“Leverage”** shall mean a ratio (e.g., 1:20, 1:25, 1:40, 1:50, 1:100, 1:200, 1:500, 1:1000, 1:2000 and etc.) in respect of Transaction size and Initial Margin. 1:100 ratio means that in order to open a Position, the Initial Margin is one hundred times less than Transaction Size.

**“Limit Order”** shall mean an order to buy or sell a specific Instrument at a specified price limit or better. For example, an order to sell an Instrument at a price that is higher than the current Underlying Market price or an order to buy an Instrument a price that is lower than the current Underlying Market price.

**“Long Position”** shall mean a buy position that appreciates in value if market prices increase.

**“Manifest Error”** shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer’s action in respect of the prices which are significantly different from the market prices.

**“(New) Margin”** shall mean the amount of funds required and/or used by the Client in order to open a position.

**“Margin Call”** shall mean the term for when Equity on your Trading Account drops below your margin requirement and your Open Position are at risk of being automatically closed. To prevent automatic closure of your Open Position you can add funds to increase your Equity or close some of your Open Position to reduce the margin requirements.

**“Margin Level”** shall mean the correlation between Equity and the Necessary Margin shown as a percentage.

**“Market Abuse”** shall mean any dishonest behavior related to trading as described in the Applicable Regulations.

**“Market Data”** shall mean information that we or any third-party service provider provide to you in connection with your use of our Services.

**“Market Execution”** shall mean the execution method where the order is executed depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the

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best available price in the market. In this order execution mode, the Company makes a decision about the order execution price without any additional discussion with the Client. Sending an order in such a mode means advance consent to its execution at this price.

**“Market Opening”** shall mean the time at which the market opens after weekends, holidays or trading session time gaps.

**“Market Order”** is a type of Order that executes at the best available price on the market, so it generally executes immediately during trading hours.

**“Market Snapshot”** shall mean Quotes for instruments at a particular moment in time.

**“Matched Positions”** shall mean Long and Short Positions of the same Transaction size opened on the Trading Account for the same Instrument.

**“Matched Principal”** shall mean that the Company interposes itself between the buyer and the seller to the transaction in such a way that is not exposed to market risk throughout the execution of the transaction as both sides are executed simultaneously. As the transaction is concluded at a price where the Company makes no profit or loss, other than a previously disclosed commission, a fee may be charged for the transaction. Details of which are disclosed on the Company’s website.

**“Multilateral Trading Facility”** shall mean the system operated by an investment firm or market operator which brings together multiple third-party buyers and sellers in financial instruments and which is subject to non-discretionary rules.

**“Necessary Margin”** shall mean the margin required by NEOMARKETS GROUP to maintain Open Positions.

**“Normal Market Conditions”** shall mean the market where there are no:

- a) considerable breaks in the Quotes Flow in the Platform; and
- b) fast price movements; and
- c) large Price Gaps.

**“Non-Professional User”** shall mean any natural person who receives market data solely for his/her personal, non-business use and who is not classified as a “securities professional” under Applicable Regulations.

**“Open Position”** shall mean a Long Position or a Short Position which is not a Completed Transaction.

**“Order”** shall mean an instruction from the Client to NEOMARKETS GROUP to open or close a position when the price reaches the amount indicated in the Order and includes Market Order, Stop Loss and Take Profit orders.

**“Order Level”** shall mean the price indicated in the Order.

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**“Our Services Webpage”** shall mean the webpage of the Website on which the Trading Terms information is displayed. At the moment of this document the information is posted on under the “Trading Conditions” tab on our website ( [marketsneo.com](http://marketsneo.com) ), the location and/or content of which may change without any prior notice.

**“Pending Order”** shall mean an instruction from the Client to the Company to open a position once the price has reached the level of the Order.

**“Personal Area”** shall mean the Client’s official private and personal space and gateway to the Services including but not limited to any trading and/or non-trading activity.

**“Platform”** shall mean all programs and technical facilities which provide real-time Quotes and allow Transactions to be made, Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Client and NEOMARKETS GROUP.

**“Platform Log File”** shall mean the file, which is created by the Platform in order to record all the Client’s Requests and Instructions with accuracy to a second.

**“Point” / “Pip”** shall mean the numerical value of the last, or right most, digit of a Quote.

**“Position”** shall mean expression of a market commitment, or exposure, held by a trader.

**“Price Gap”** shall mean the following: the current Quote Bid is higher than the Ask of the previous Quote; or the current Quote Ask is lower than the Bid of the previous Quote.

**“Politically Exposed Person”** or **“PEP”** shall mean someone who currently or in the last 12 months belonged to a political entity or governmental body in any country; this extends to the immediate family members and close associates of such a person.

**“Request Execution”** shall mean the mechanism of providing Quotes to the Client with prior Request.

**“Quote”/ “Tick”** shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.

**“Quotes Flow”** shall mean the stream of Quotes in the Platform for each Instrument.

**“Scalping Strategy”** shall mean a trading strategy based on “Short-term Positions” as used in this Agreement. When establishing the use of a Scalping Strategy the Company will measure the Positions to Short-term Positions ratio and consider its statistical significance. The statistical significance that is deemed to be critical is at the Company’s sole discretion.

**“Server”** shall mean the MetaTrader Server program and/or Unity Server program. The program is used to execute the Client’s Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company, subject to the Terms of the Operative Agreements.

**“Server Log File”** shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Client to the Company as well as the results of their execution.

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**“Short Position”** shall mean a sell position that appreciates in value if market prices fall.

**“Short-term Position”** shall mean any Position that was opened and closed within 30 seconds.

**“Slippage”** happens when a Market Order is executed, or a Stop Loss closes the Position at a different rate than set in the Order due to high volatility of the Instrument.

**“Spread”** shall mean the difference between Ask and Bid.

**“Stocks”** shall mean Stocks and/or shares and/or cash equities.

**“Stop Limit”** shall mean either an order to place a place a buy or sell limit Order at specified level if the future ask or bid price reaches the value indicated in the Order.

**“Stop Loss”** is an Order used to limit risk, by automatically closing the Client’s Open Position once it reaches a certain level of loss predefined by the Client.

**“Stop Out”** is an instruction to close the Client’s Open Position without the consent of the Client or any prior notice in a case of insufficient funds required for maintaining Open Positions.

**“Take Profit”** is an Order to close an Open Position once it reaches a certain level of profit or better predefined by the Client.

**“Tax”** shall mean any applicable taxes, stamp duty reserve tax and levies.

**“Ticket”** shall mean the unique identity number assigned for each Pending Order or deposit/withdrawal transaction in the Platform.

**“Trading Account”** shall mean the unique personified registration system of all completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Platform.

**“Transaction”** shall mean any contract entered into or executed by the Client or on behalf of the Client arising under the Operative Agreement.

**“Underlying Market”** shall mean an exchange, Market Maker, Retail Service Provider and/or other similar body and/or liquidity pool on which the order is traded or trading as the context requires;

**“Website”** shall mean the NEOMARKETS GROUP’s website at [marketsneo.com](http://marketsneo.com) or such other website as NEOMARKETS GROUP may maintain from time to time for access by Clients.

II. All references to a statutory provision include references to:

(a) any statutory modification, consolidation or reenactment of it, whether before or after the date of the Operative Agreements, for the time being in force;

(b) all statutory instruments or orders made pursuant to it; and

(c) any statutory provision of which that statutory provision is a re-enactment or modification.

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III. All references to “includes”, “including”, “including but not limited to”, “including without limitation” and words or phrases of similar import will be deemed to have the same meaning and the words “includes(s)” and “including” will not be deemed to be terms of limitation but rather be deemed to be followed by the words “without limitation”.

IV. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include individuals, corporations, partnerships, other unincorporated bodies and all other legal entities.

V. Unless otherwise stated, a reference to a clause, subpara, party or an annex is a reference to a clause, subpara in, or a party or an annex to, this Agreement. The clause headings are inserted for ease of reference only and do not affect the construction of the terms of this Agreement. All annexes referred to herein form an integral part of this Agreement.

VI. In the event of any conflict between this Agreement and any other agreements, annexes or ancillary documents referred to in this Agreement, the order of precedence for the purpose of construction shall be:

- (a) this Agreement;
- (b) Terms of Business;
- (c) other Operative Agreements;
- (d) any other ancillary documents referred to in this Agreement.