



# STANDARD TERMS OF BUSINESS FOR CLIENTS RoboMarkets Ltd (as of 01.04.2024)



ROBOMARKETS LTD  
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## STANDARD TERMS OF BUSINESS FOR CLIENTS RoboMarkets Ltd

### 1. INTRODUCTION

1.1 The Agreement is entered by and between RoboMarkets Ltd (hereinafter called the "Company") on the one part and the Client (which may be a legal entity or a natural person) who have completed the Account Opening Application Form ("Client") on the other part.

1.2 RoboMarkets Ltd is a European broker, regulated by the Cyprus Securities and Exchange Commission (hereinafter called the "CySEC"), license No. is 191/13. The CySEC is the financial regulatory authority of the Republic of Cyprus and a member of the European Securities and Markets Authority (ESMA).

This Terms of Business Agreement, together with the [Order Execution Policy](#), [Clients Categorization Policy](#), [Conflict of Interest Prevention Policy](#), [Risk Disclosure Policy](#), [Privacy Policy](#), [Information on investors Compensation Scheme](#), [Clients Money and Assets Policy](#), [Client's Complaints or Grievances Procedures](#), [General Provisions of Trading Terms](#), General Instructions Policies and Corporate Clients ([Corporate Client Identification Form](#), [Corporate Trading Account Application Form](#), [Documents Required From Legal Entities](#), [Difference of Retail and Professional Clients](#), [Trade Order](#), [Client Status Request](#)) forms found on the Company's Website, as amended from time to time (together, the "Agreement"), constitute a legally binding agreement between the Client and the Company. All of the above documents can be found on the Website at [www.robomarkets.com.cy/about/company/documents/](http://www.robomarkets.com.cy/about/company/documents/)

1.3 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s). It is, therefore, very much in the Clients interests to read it carefully.

1.4 The Distance Marketing of Consumer Financial Services Law 242 (I) of 2004 does not require the Agreement to be signed by either Party in order to be legally binding on them.

1.5 Company Website is: [www.robomarkets.com.cy](http://www.robomarkets.com.cy) contains further details about the Company and its services and other information, relevant to this Agreement and our website, in the event of conflict between this Agreement and the website, this Agreement will prevail.

Company Legal Documents:

[www.robomarkets.com.cy/about/company/documents/](http://www.robomarkets.com.cy/about/company/documents/)

1.6 The Company has Tied Agents. The information about the Tied Agents of the Company can be found on the official website:

<https://www.robomarkets.com.cy/about/company/contacts>

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### 2. INTERPRETATION

#### 2.1 Defined Terms

In this Agreement "Applicable Regulations" means each of the following, as in force from time to time:

- a) The Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) in Cyprus or any other law of a relevant regulatory authority;
- b) The Rules of the relevant Market;
- c) All other applicable laws, rules, and regulations;
- d) "Additional Agreement" means any existing or future agreement including without limitation:
  - i. any master agreement (being a comprehensive documentation of standard terms and conditions and definitions);
  - ii. confirmation;
  - iii. confidentiality agreement;
  - iv. similar document between the Client and the Company other than this Agreement. "Associate" means an undertaking in the same group as us, a representative whom the Company or an undertaking is the same group as the Company appoint, or any other person with whom the Company has a relationship that might reasonably be expected to give rise to a community of interest between the Company and them.

#### 2.2 Headings

Paragraph headings are for ease of reference only. Headings and sub-headings are for ease of reference only and do not form part of this Agreement.

#### 2.3 Reference

Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

#### 2.4 General

A reference in this Agreement to "Section" or to an "Annex" shall be construed as a reference to, respectively a Section or an Annex of this Agreement unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to a "document" shall be construed to include any electronic document.



## 2.5 Wording

Words and phrases defined in the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) in Cyprus and other relevant EU regulations have the same meaning in this Agreement unless expressly defined in this Agreement.

Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

## 2.6 Annex

The sections included in the attached Annex (as amended from time to time) shall apply. The Company may from time to time send the Client Further Annexes in respect of Markets or Transactions. In the event of any conflict between (a), any Annex and (b) this Agreement, the Sections of the Annex shall prevail.

## 2.7 Interpretations

**"Agreement"** shall mean this Agreement and its Appendices and Schedules found on the Company's Website, as amended from time to time, (together, the "Agreement") as amended from time to time and any subsequent Appendices added thereto.

**"Bankruptcy Default"** means as the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by the Company.

**"Base Currency"** means USD, EUR, or any other currency according to the currency in which account is opened, unless otherwise agreed in writing between the parties.

**"Business Day"** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Company's Website.

**"RoboMarkets"** means The Company, in which the Agreement is entered with by the Client (which may be a legal entity or a natural person) who have completed the Account Opening ("Client") on the other part.

**"RoboMarkets Online Facility"** means any electronic commerce, trading platform, messaging or information service provided by or routing to the Company (directly or by a third party), including any trading, algorithmic calculation or trading, routing, clearing, settlement, matching, communications or reconciliation services, whether or not branded by us.

**"Client Account"** shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open

Positions and Orders in the Company Online Trading System, the balance of the Client money and deposit/withdrawal transactions of the Client money.

**"Client Money"** shall mean any money that the Company receives from the Client or holds for or on the Clients behalf subject to Clients money protection in accordance with Applicable Regulations in the course of, or in the connection with, the services provided hereunder.

**"Contract for Differences" ("CFD")** shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset.

**"Event of Default"** means any of the events of default listed in the sub - sections of Section 12.

**"CySEC"** shall mean the Cyprus Securities and Exchange Commission, which is the Company's supervisory authority.

**"CySEC Rules"** shall mean the Rules, Directives, Regulations, Guidance notes of CySEC.

**"Equity"** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

**"Liquidation Amount"** means when the Company treats each cost or loss to it, determined in the netting procedure, as a positive amount and each gain by it, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").

**"Liquidation Date"** notice to the Client on a specific date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with the Netting Procedure.

**"Margin Call"** shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margins to open or maintain open positions.

**"Market"** means any regulated market or multilateral trading facility or any trading facility that performs a similar function to a regulated market or a multilateral trading facility.

**"Netting Transaction"** means unless otherwise agreed in writing between us, each Transaction.

**"Potential Event of Default"** means an event or circumstance which, with the giving of any notice, the lapse of time, a determination of the Company and/or the satisfaction of any other condition, would constitute an Event of Default.

**"Rules"** means articles, rules, regulations, procedures, and customs, as in force from time to time.



**"System"** means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable the Client to use RoboMarkets Online Facility.

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any interest or penalty payable in connection with any failure to pay or any delay in paying any of the same).

**"Trade Confirmation"** means confirmation of a trade execution.

**"Transaction"** means any transaction between the Client and us, whether entered on or after.

**"Authorized User"** means the person(s) and/ or system(s) for whom the Client or any Authorised User requests access to RoboMarkets Online Facility, which request may be by email, phone, in person or in writing and to which the Company provides such access or Login.

**"Data"** means the data and other information generated by the RoboMarkets Online Facility ("Data") produced by and distributed by or through the RoboMarkets Online Facility and each component thereof and all Intellectual property rights and proprietary rights

**"Instruction"** means any order request made by the Client to the Company either online, verbally or physically. Instruction also means any request given to the Client by the Company online, verbally or physically.

**"IP Claims"** means if any third-party claims that the Clients use of Proprietary RoboMarkets Online Facility.

**"IP Rights"** means the rights granted to the Company regarding its IP and includes trademarks, copyright, patents, industrial design rights, and in some jurisdictions trade secrets.

**"Login"** means any PIN, digital certificate, password, and authentication code or other data or device that enables access to RoboMarkets Online Facility.

**"Losses"** means liabilities, costs, claims and expenses (including reasonable legal fees).

**"Market Data"** means prices, market data, research, commentary and other information.

**"Proprietary RoboMarkets Online Facility"** means any RoboMarkets Online Facility wholly owned and controlled by the Company excluding, in any event, any services provided by a third party.

**"Regulator"** means any regulator, self-regulatory body, exchange, clearing house, alternative trading system, electronic communications network or similar entity whose rules or regulations the Company or the Client is subject of RoboMarkets Online Facility.

**"Related Party"** means any of our director, officer, employee, agent or licensor of any part of any RoboMarkets Online Facility.

**"Security Administrator"** means the person(s) appointed by the Client to act as an administrative contact.

**"We", "us", "our"** means RoboMarkets Ltd -.

**"VPS Server (Virtual Private Server)"** is a service with a personal access provided to the Client by the Company's partners. Detailed information can be found on the Company's website in the respective section [www.robomarkets.com.cy/clients/services/forex-vps/](http://www.robomarkets.com.cy/clients/services/forex-vps/).

**"System of automatic depositing onto account"** – set of software and hardware facilities, which make it possible for the Client to process depositing onto the account independently of Company's employees.

**"Website"** shall mean the Company's website at [www.robomarkets.com.cy](http://www.robomarkets.com.cy) or such other website as the Company may maintain from time to time.

**"Politically Exposed Persons"** shall mean:

a) Natural persons who are or have been entrusted with prominent public functions, which mean: he ads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high - ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State - owned enterprises, Members of the governing bodies of political parties, Directors, Deputy directors and members of the board or equivalent function of an international organization. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year, such persons shall not be considered a Politically Exposed Person.

b) The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

c) Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.

**"VAT"** means any value-added tax.



### 3. GENERAL INFORMATION

#### 3.1 Our Particulars:

The Company name is RoboMarkets Ltd. RoboMarkets Ltd uses trading name "RoboMarkets". The Client must be 18 years old and not stateless in order to have the service provided by the company, except expressly agreed, the agreement will prevail if there is a conflict between data provided. The official language of the contract is English. Translations of documents into other languages are provided for informative purposes only. The languages in which the client may communicate with the investment firm, and receive documents and other information from the firm are: Czech, English, Estonian, German, Italian, Lithuanian, Portuguese, Russian, and Spanish.

#### 3.2 Capacity

Except where expressly agreed, the Company acts as an agent on the Clients behalf.

#### 3.3 Applicable Regulations

This Agreement and all Transactions are subject to Applicable Regulations so that:

3.3.1 If there is a conflict between this Agreement any Applicable Regulations, the latter will prevail;

3.3.2 Nothing in this Agreement shall exclude or restrict any obligation which the Company has towards the Client under Applicable Regulations;

3.3.3 The Company may take or omit to take any actions it considers necessary to ensure compliance with any Applicable Regulations;

3.3.4 Actions that the Company will take or fail to take for the purpose of compliance with any Applicable Regulations shall not render the Company or any of its directors, officers, employees or agents liable.

### 4. SCOPE AND APPLICATION

#### 4.1 Commencement

This Agreement shall supersede and apply in addition to any supplements to any existing or future agreements. In the event of any conflict between the provisions of this Agreement and the Additional Agreement(s) similar or otherwise, the terms of the Additional Agreement(s) shall prevail and shall take effect from 30 January 2013.

The Client acknowledges that he has not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement.

The Company will not be liable to the Client for fraudulent misrepresentation from sources outside the Company.

#### 4.2 Scope of this Agreement

This Agreement sets out the basis on which the Company provides services to the Client. Subject to Section 4.1 (Commencement) which governs each Transaction outstanding between the Company on or after 30 January 2013.

Subject to Applicable Regulations there shall be no restrictions on Transactions in respect of which the Company may advise or deal with the Client.

#### 4.3 Market Action

If a Market, intermediate broker, agent or regulatory body takes any action which affects a Transaction, the Company may take any action which it, in its reasonable discretion, considers desirable to correspond with such action. The Company may also mitigate any loss incurred as a result if such action.

If a Market or a regulatory body makes an inquiry in respect of any of the Clients Transactions, the Client agrees to fully cooperate with the Company and to promptly supply the required information in connection with the said inquiry.

### 5. ACCOUNT OPENING

The Client acknowledges that the Company is under no obligation to accept its application for an Account and that during or following the Registration Process, the Company may, at its sole discretion, reject the application, including, inter alia, due to the Client's lack of appropriateness to understand the risk and trade the Financial Instruments offered by the Company. The Client further agrees that until the satisfactory conclusion of the Registration Process and the opening of an Account or the rejection of the application, the access to the Company's services and the Trading Platform shall be limited. The Client further agrees that if, during the Registration Process or at any time thereafter, the Company suspects that the Client had breached its representations and warranties made herein, provided the Company with inaccurate, incomplete or false information or documents, did not receive the information or documentation required within the time frame determined by the Company or has reasonable grounds to suspect that the Account constitutes or may constitute an Anti-Money-Laundering and Prevention of Terrorism Financing or other regulatory risks, the Company may freeze the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, refunding balance to the deposit source, terminating existing Positions and/or any other means it is allowed or required, subject to Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.



## 5.1 Account Establishment

5.1.1 An account must be opened and cleared funds received prior to entering into any Transaction with the Company. If the Company permits the Client to place an order notwithstanding that an account has not been opened, or cleared funds received, this shall not limit the Client's liability to the Company, pursuant to this Agreement and in respect to the order placed.

5.1.2 The Company may, at its absolute discretion, refuse to accept the Client as a Client at its own discretion but will notify the Client of any such refusal, without justification and promptly following the Client's application.

5.1.3 The Client has the right to open not more than 50 trading accounts. In case the Client has already opened at least one real trading account; the Company has the right to restrict the opening of new accounts at its sole discretion.

5.1.4 Means USD, EUR, CNH, GOLD, CZK, GBP, CHF according to the currency in which the trading account is opened, unless otherwise agreed in writing between the parties.

## 5.2 Credit Assessment

To assess the Client's creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) the Client acknowledges and agrees that the Company or agents acting on our behalf may:

5.2.1 Make periodic searches and inquiries about the Client, the Client's employers and any related party at credit reference agencies, if applicable;

5.2.2 Disclose information to organizations involved in fraud prevention;

5.2.3 Investigate any current and past investment activity. Obtain information in connection with all investment activities and disclose information to other dealers, or investment managers which deal and manage investments for the Client.

5.2.4 Investigate any payment or security default or any investment which is related to or connected with the Transactions

## 5.3 Client Acceptance

5.3.1 After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send him a notice informing him whether he has been accepted as a customer of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept the Client as its customer until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been fully satisfied.

5.3.2 The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he has been accepted as the Company's customer and the client successfully completes his first deposit.

5.3.3 According to Applicable Regulations, the Company will treat the Client as a Retail Client, Professional Client or Eligible Counterparty, depending on the information provided by the Client in his Account Opening Application Form and according to the method of categorization as this method is explained under the agreement "[Client Categorization](#)" and by accepting this Agreement the Client accepts application of such method and is bound by said agreements. The Company will inform the Client of his categorization according to Applicable Regulations.

5.3.4 The Company is obliged under Applicable Regulations to obtain information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client. If the Client elects not to provide such information to the Client, or if the Client provides insufficient information, the Company will not be able to determine whether the service or product envisaged is appropriate for the Client. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

## 5.4 Client Records

Upon reasonable request made in writing by the Client to the Company, the Client shall be allowed to review any credit standing records related to him maintained by the Company. In addition, the Client shall also be permitted and entitled to, at the Client's own cost and expense, to a copy of such records.

## 5.5 Inactive Account

5.5.1 Clients' Accounts, in which there have been no transactions (trading/withdrawals/deposits) for a set period of 6 months, will be considered by the Company as inactive accounts.

5.5.2 Inactive accounts will be charged with a semi-annual maintenance fee of 5 USD on the remaining Balance of the Account until the Balance is zero.

## 6. CLIENT MONEY AND ASSETS

All money and property deposited by the Client with the Company, or received by the Company on the behalf of the



Client, shall be deposited to his account and form a credit balance and will initially be transferred into a client segregated bank account established and maintained by the Company and invested in accordance with applicable legal and regulatory requirements as stated and posted on the Company's website under [Clients Money and Assets Policy](#) and which the Client is bound by.

## 7. EXTERNAL PLATFORMS

7.1 The following additional provisions apply to Clients utilizing RoboMarkets external platforms, including but not limited to the MT4 platform (the "External Platform"). If the Client utilizes the External Platform, the Client acknowledges and agree to the following additional terms and conditions and authorizes the Company to act accordingly.

7.2 The Client wishes to utilize the External Platform to execute trades and to direct trade orders and trade details to the Company. When the Client is utilizing the External Platform, the Client will not be entering trade orders and trade details directly with the Company, but rather will be entering trade orders and trade details via the External Platform through a third party. The Client hereby authorizes and directs the Company to enter trades for the Clients account in accordance with trading signals generated and sent to the Company by the External Platform.

7.3 The Client fully understand that the trade orders and trade details are generated by the External Platform and not by the Company and that the Company's responsibility is to use commercially reasonable efforts to enter orders pursuant to the trade orders and trade details generated by the External Platform as received by the Company.

7.4 The Client confirms that the Company has not solicited, or in any other way recommended the Clients participation on the External Platforms. The Client has made his own inquiries and conducted research into the External Platform sufficient to make an informed investment decision. The Company cannot imply or guarantee that the Client will make any profits from the External Platform and the Client agrees that the Company will not be held responsible in any way for the External Platform's performance or any trading losses incurred on the Clients account as a result of trading pursuant to the External Platform.

7.5 The Company will enter trade orders for the Clients account in accordance with the trade orders and trade details generated by the External Platform. The Client understands that the Clients trading access through the External Platform will be provided by the External Platform provided and not the Company.

7.6 The Company shall not be responsible for any error or malfunction of the External Platform, mechanical or communication failure, systems errors, data failure or any other causes beyond our control. The Client acknowledges that the Company can accept and execute orders only if they are actually received or generated.

7.7 The Client understands that there is no trading system or recommendations service, including the External Platform that is free from the risk of loss. The Company therefore does not imply or in any way guarantee that the Client will make a profit and the Client agrees that neither the Company nor any of its Associates, officers, directors, employees, consultants, or agents will be held responsible for the performance of the External Platform or trading losses on the Clients account.

7.8 The Company may terminate the authorization over the External Platform at any time for any reason in its sole discretion and will provide the Client with notice of this as soon as reasonably possible. The Client shall be responsible for any open positions in the Clients account at the time the External Platform is terminated. The Client shall permit the Company to execute offsetting order for any open position in the Clients account at the time this External Platform is terminated or the Clients termination of this Agreement.

7.9 The Client agrees that, the absence of gross negligence, willful default or fraud, neither we, nor any of the Company's Associates, officers, directors, employees, consultants or agents will be held liable for any act or omission in the course of or in connection with the Clients participating in the External Platform. The Client shall indemnify the Company, its principals, officers, directors, employees, agents, successors and/ or assignees from all loses and or liability (including reasonable attorney's and or accountant's fees) incurred or resulting from this authority granted to the Company under this provision, to utilize the External Platform, provided that there has been no judicial determination that such liability was the result of gross negligence, willful default or fraud by us, and further provided that the conduct that was the basis for such liability was not undertaken in the actual or reasonable belief that it was in the Clients best interest.

7.10 When using VPS server service, the Client assumes financial loss risks and is solely responsible for any trading operations on his accounts. The Company holds no responsibility for any information, communicative, electrical and other types of failure of VPS server used by the Client.

## 8. TRADING

The [Order Execution Policy](#) summarizes the arrangements RoboMarkets Ltd (hereinafter referred to as "the Company")



has put in place under the Markets in Financial Instruments Directive ("MiFID") Law 87(I)/2017 (hereinafter referred to as "the Law"), CYSEC and EU directives and regulations to meet the Company's obligations to take all reasonable steps to obtain the best possible result for the Client when the Company execute orders in financial instruments on the Client's behalf and to act in the Client's best interests when the Company receive and transmit client orders to other firms for execution. In the Policy, the Company refers to both these obligations as the Company's obligation of best execution and General provisions of trading.

### 8.1 Information on costs and associated charges

8.1.1 Company Fee's Policy – this document can be found at <http://www.robomarkets.com.cy/forex-trading/trading/trading-accounts/>, and is an integral part of the contract. Any changes will be posted here in advance, and the Company is obliged to provide to Client written notice with at least 5 (five) Business days.

8.1.2 The Full disclosure of costs and charges in a way type of charges separation is presented in the Key Information Documents (KIDs):

<https://www.robomarkets.com.cy/about/company/documents/>

8.1.3 Where any part of the total costs and charges is to be paid in or represents an amount of foreign currency, the Client is able to find the applicable currency conversion rates and costs in the Members Area:

<https://my.robomarkets.com.cy/en/operations/inner-exchange-rates/>

8.1.4 Whenever the Company conducts conversion of any realised/non-realised profit/losses, commissions, interest charges, swaps, brokerage and other fees and proceeds, which are denominated in a currency other than the account currency of the trading's account into the account currency, the special conversion rate will be applied. The Company shall be entitled to add and charge a mark up to the FX Spot price, which is displayed in contract specification in trading platform <https://stocktrader.robomarkets.com.cy/?specs>. The rate used for currency conversion of amounts booked to Client's account is shown in the trading platform in position details and account statements. The markup may differ for each rate and change time to time without previous notes, but shall not be more than 1%.

## 9. ADVICE

### 9.1 Own Judgment and Suitability

9.1.1 Whilst requesting from the Company to enter into any Transaction, the Client acknowledges that he is solely responsible for making his own independent appraisals and investigations into the risks of the Transaction.

9.1.2 The Client acknowledges that he has acquired sufficient knowledge, market sophistication and professional and

experience to make evaluations of the merits and risks of the Transaction.

9.1.3 The Company will provide the Client with no warranty as to the Appropriateness/Suitability of the financial instrument traded under this Agreement and assumes no fiduciary duty in relation to the Transactions entered.

9.1.4 In the [Risk Disclosure Policy](#), the Client is provided with a «High-risk investment notice» in compliance with the CySEC Law 87(I)/2017 in Cyprus. This Risk Notice sets out the particular investment risks on trading certain Transactions.

9.1.5 The Clients acceptance of this Agreement will be treated as an official notice of informed acknowledgment that the Client has carefully read and is prepared to accept the risks outlined in the [Risk Disclosure Policy](#).

9.1.6 If there is anything the Client does not understand, it is recommended that the Client seeks specialist independent financial and/or legal advice regarding the suitability of trading in certain Transactions.

### 9.2 Sales Trading Commentary and Investment Research

Where the Company does provide analytics, market commentary or other information:

9.2.1 This is incidental to the Clients dealing relationship with the Company. It is provided solely to enable the Client to make own investment decisions and does not amount to advice;

9.2.2 The Company provides no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;

9.2.3 If the information, in the form of a document, contains restrictions on certain criteria or category of people, the Client agrees that he will not pass it contrary to that restriction;

9.2.4 The Client accepts that prior to the release, the Company may have acted upon or made use of the information on which it is based. The Company does not make any representations as to the time of receipt by the Client and cannot guarantee that the Client will receive such information at the same time as other Clients.

9.2.5 Please refer to our Conflict of Interest Prevention policy, a copy of which is available on our website in the [Conflict of Interest Policy](#) for further information on how the Company manages conflicts which would affect the impartiality of investment research that the Company provided its Clients.

### 9.3 Independent Decision

The Client must make an independent decision as to whether or not to enter into Margined Transactions with the Company on the Agreement terms. Please note that:

9.3.1 The Company does not provide advice and will not advise on the merits or otherwise of the Clients Margined Transactions;



9.3.2 The decision to place a Margined Transaction and the effect a Margined Transaction might have on the Clients open positions is solely the Clients responsibility;

9.3.3 The Company's principle act with the Client is on a reception & transmission basis only; the Company will not advise on the merits of any Transaction or the taxation or other consequences hereof and the Company does not execute orders on the Clients behalf;

#### 9.4 Conflicts of Interest

9.4.1 The Company is required to have arrangements in place to manage conflicts of interest between the Company and the Clients. For further information, you can find the [Conflict of Interest Prevention Policy](#) of the Company available on the Company's website.

9.4.2 The Company will identify said situations in which there may be a conflict of interest, and in each instance, certain steps are taken to manage each conflict.

9.4.3 The Company shall not be obliged to disclose to the Client or take into consideration any fact, matter or finding which might involve a breach of the duty of confidence in regards to the Company's directors, officers, employees or agents.

#### 9.5 Charges and Taxes

The Client agrees to pay Company charges as stated and posted on the Company's website:

<http://www.robomarkets.com.cy/forex-trading/trading/trading-accounts/>

Unless otherwise stated, the Client will be responsible for:

9.5.1 Taxes imposed by any competent authority on any account opened;

9.5.2 Transaction effected by or cleared by the Client;

9.5.3 Fees or other charges imposed by a Market;

9.5.4 Any clearing organization;

9.5.5 Interest on any amount due to the Company at the rates charged by the Company (and which are available on request);

9.5.6 Any other value added or other applicable Taxes, including any withholding tax;

9.5.7 The Client should be aware of the possibility that other taxes or costs may exist that are not paid or imposed by us.

#### 9.6 Inducements

9.6.1 The Company has the right to pay benefits to the Client and/or to third parties.

9.6.2 Moreover, the Company undertakes to disclose further details (clarification, calculations) at the request of the Client.

### 10. CONFIDENTIAL INFORMATION

The Company will treat all information about the Clients Transactions as confidential, even when the Client is no longer a Client of the Company. The Client agrees that the Company may disclose this information to other companies in the Company's group and that the Company and the Company's group may disclose it to:

10.1 To those who provide services to the Company or act as agents on the understanding that they will keep that information confidential;

10.1.1 To anyone to whom the Company transfers or proposes to transfer either their rights or duties under this Agreement;

10.1.2 To any third party as a result of any restructuring, sale or acquisition of any company within the group, provided that any recipient using the Clients information uses it for same purposes as it was when it was originally supplied to the Company and/or used by the Company;

10.1.3 To credit reference agencies or other organizations that aid the Company for the purpose of:

- a) make credit decisions and reduce the incidence of fraud
- b) In the course of carrying out identity fraud prevention
- c) Credit control checks
- d) To regulators and governmental agencies
- e) In any jurisdiction, where the Company is required to do so by Applicable Regulations
- f) Where there is a public duty to disclose or the Company's interests require disclosure;
- g) At the Clients request; or consent

All the above is associated with the provision of the [Privacy Policy](#) which is present on the Company' website.

### 11. REPRESENTATIONS, WARRANTIES, AND COVENANTS

#### 11.1 Representations and Warranties

The Client represents and warrants to the Company as of the date of each Transaction that:

11.1.1 The Client has all the necessary authorities, powers, consents, licenses and authorization and has taken all the necessary actions to enable him to lawfully enter into, perform this Agreement and such Transaction, and powers referred to in this Agreement;

11.1.2 The persons entering this Agreement and each Transaction on the Clients behalf have been duly authorized to do so;

11.1.3 This Agreement, each Transaction and the obligations created under them both are binding upon the Client and enforceable against the Client in accordance with their terms



and does not and will not violate the terms of any regulation, order, charge or agreement by which the Client is bound;

11.1.4 No Event of Default or any Potential Event of Default (with the passage of time, the giving of notice, the making of any determination or any combination of the above) has occurred and is continuing with respect to the Client.

11.1.5 The Client acts as principal and sole beneficial owner (not as trustee) in entering into this Agreement and each Transaction;

11.1.6 Any information which the Client provides or has provided to the Company in respect of the Client's financial position, domicile or other matters is accurate and not misleading in any material respect;

11.1.7 Except as otherwise agreed in writing by the Company, the Client is the sole beneficial owner of all funds the Client transfers under this Agreement.

## 11.2 Covenants:

The Client covenants to the Company that:

11.2.1 The Client will at all times obtain and comply and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses, and authorizations referred to in this Section;

11.2.2 The Client will promptly notify the Company of the occurrence of any Event of Default or Potential Event of Default with respect to the Client.

11.2.3 The Client will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, as far as they are applicable to the Client or the Company. The Client will at all times act with due skill and care;

11.2.4 The Client will not send orders or take any action that could create a false impression of the demand or value for a financial instrument or send orders which he has reason to believe are in breach of Applicable Regulations. The Client shall observe the standard of behavior expected of persons in the Client's position and not take any step which would cause the Company to fail to observe the standard of behavior reasonably expected of the Company's position;

11.2.5 The Client will promptly provide the Company following any reasonable request made by the Company with information. The Company may reasonably require information as evidence to the matters referred to in this Section or to comply with any Applicable Regulations.

## 12. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default:

12.1 The Client commences a voluntary or involuntary case or other procedure seeking or proposing:

- a) The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amounts due under the Agreement;

- b) The failure of the Client to perform any obligation due to the Company;
- c) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- d) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- e) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action
- f) The Client involves the Company in any type of fraud or illegality;
- g) An action set out where it is required by a competent regulatory authority or body or court;
- h) In cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries, such materiality determined in good faith by the Company;
- i) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities;
- j) In cases where the Client has carried out trading which can be considered as Market Abuse

## 13. RIGHTS ON DEFAULT

On an Event of Default or at any time after the Company has determined, in its absolute discretion, that the Client has not performed (or the Company reasonably believes that the Client will not be able or willing in the future to perform) any of his obligations towards it, in addition to any rights under the Netting Section, the Company shall be entitled to without prior notice to the Client:

- a) Terminate this Agreement without notice;
- b) Close out all or any of the Client's Open Positions at current Quotes;
- c) Debit the Client Account(s) for the amounts which are due to the Company;
- d) Close any or all of the Client Accounts held with the Company;
- e) Combine Client Accounts, consolidate the Balances in such Client Accounts and to set off those Balances;
- f) Refuse to open new Client Accounts for the Client;
- g) Convert any currency.
- h) The Company will return to the client the fair market value of the investments in the place of the credited investment amount.



- i) To sell Clients investments which are in the Company's possession or in the possession of any nominee or a third party appointed under or pursuant to this Agreement. In each case the Company may in its absolute discretion select such terms as it may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by the Client;

## 14. NETTING AND SET OFF

If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

- a) If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.
- b) The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances.

### 14.1 Rights on Default

On the occurrence of a Stop Out, the Company may exercise its rights under this Section Automatic Termination, in the case of the occurrence of any Event of Default specified in the Section Event of Default, the automatic termination provision of this Section shall apply.

### 14.2 Liquidation Date

At any time following the occurrence of an Event of Default, the Company may provide notice to the Client on a specific date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with this Section.

### 14.3 Automatic Termination

Notwithstanding the Liquidation Date where Automatic Termination applies, the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by the Company.

### 14.4 Additional Rights

Our rights under this Section shall be in addition to, and not in limitation to or exclusion of, any other rights which the Company may have (whether by agreement, an operation of law or otherwise).

## 15. TERMINATION

15.1 Upon terminating this Agreement all amounts payable by the Client to the Company will become immediately due and payable including (without limitation). Unless it is required by Applicable Regulations, either party may terminate this Agreement (and the relationship between both parties) by giving ten (10) days written notice of termination to the other which includes:

- a) All outstanding fees, charges, and commission paid;
- b) Any dealing expenses incurred by terminating this Agreement;
- c) Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Clients behalf.

15.2 Termination shall not affect the outstanding rights and obligations, in particular relating to the Section 17 (Exclusions, Limitations, and Indemnity) and Section 19 (Governing Law and Jurisdiction) and Transactions which shall continue to be governed by this Agreement and the particular sections agreed between the Company and the Client in relation to such Transactions until all obligations have been fully performed.

15.3 The Company may terminate the Agreement and without notice if:

The Client:

- a) Admits his inability to pay his debts as they fall due;
- b) In the case of an individual, a bankruptcy petition is presented or a trustee in bankruptcy is appointed or a protection order is made under applicable legislation;
- c) In any other case with an equivalent effect as above;
- d) In the opinion of the Company, in material breach of the obligations owed by him, whether arising under Agreements, the rules and regulations of any regulatory authority or under applicable law;
- e) In the event of the Clients death;
- f) If the Client becomes of unsound mind in accordance with relevant legislation on mental health;
- g) If the Company have reasonable reason to believe that one of the above situations has occurred with the Client;
- h) If the Client is in or was in a situation of insolvency;
- i) If the Client refuses to update their KYC documents within 3 months from the Company's initial request.

In the cases above, the Company is not obliged to provide the Client with advance notice, however, the Company will inform the Client (or the Clients appropriate representative) that the Company have closed the Clients account;



15.4 If the Company no longer want to engage with the Client due to the nature operations in accordance with the transactions (eg, their size or nature). In this above case, the Company will provide the Client with written notice 10 days prior to closing the Clients accounts;

15.5 Suspension of trading: The Company has the right to suspend the Clients account at any time for any reasonable cause immediately. The following describes additional circumstances under which the Company may suspend the account and, in each case, the Company proceed to do so whilst the providing notice or without. If notice is given, it will be in writing. If the Company suspends the Clients Account without notice, it will inform the Client in writing (as soon as practicable) to the effect that the action the Clients account has been suspended.

15.6 This Section is effective until terminated by either party upon written notice to the other. The Company may suspend, limit or terminate the Clients access to all or part of any of RoboMarkets Online Facility (with or without cause or notice).

## 16. GENERAL EXCLUSIONS, LIMITATIONS, AND INDEMNITY

### 16.1 General Exclusions

Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by the Client under this Agreement (including any Transaction or where the Company have declined to enter into) unless such loss has reasonably foreseeable consequence or arises directly from the Company's or its respective gross negligence, willful default or fraud. In no circumstance, shall the Company have liability for losses suffered by the Client or any third party for any

16.1.1 Indirect, special or consequential damage;

16.1.2 Loss of profits;

16.1.3 Loss of goodwill;

16.1.4 Loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

### 16.2 Tax Implications

Without limitation, the Company does not accept liability for any adverse tax implications of any Transaction whatsoever. Furthermore, the Company does not provide tax advice.

### 16.3 Changes in the Market

Without limitation, the Company does not accept any liability by reason for any delay or change in the market conditions before any particular Transaction is affected.

### 16.4 Limitation of Liability

The Company shall not be liable to the Client for any partial or non-performance of its obligations hereunder by reason of any cause beyond its reasonable control, including without limitation any:

- i) Breakdown, delay, malfunction or failure of transmission, communication or computer facilities;
- ii) Industrial action, act of terrorism, act of God,
- iii) Acts and regulations of any governmental or supra-national bodies or authorities
- iv) The failure by the relevant intermediate broker or agent, agent or principal of its custodian, sub-custodian
- v) Dealer, Market, clearinghouse, or regulatory or self-regulatory organization, for any reason, to perform its obligations

Nothing in this Agreement will exclude or restrict any duty or liability the Company may have to the Client under the regulatory system (as defined in the CySEC Law), which may not be excluded or restricted thereunder.

### 16.5 Responsibility for Orders

The Client will be responsible for all orders entered on his behalf via RoboMarkets Online Facility and the Client will be fully liable to the Company for the settlement of any Transaction arising from it.

### 16.6 Entire Agreement

The Client acknowledges that he has not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The Company will not be liable to the Client for representation that is not set out in this Agreement and that is not fraudulent.

### 16.7 Indemnity

The client will fully indemnify any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of the Clients accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation him on any violation by him of his obligations under this Agreement (including any Transaction) or by the enforcement of the Company's rights.



## 16.8 Liability

Nothing in this Agreement will limit the Company's liability for death or personal injury resulting from its negligence or for any liability which cannot be lawfully excluded or limited.

## 17. CLIENT COMPLAINTS PROCEDURE

At RoboMarkets each of our Clients is important to us, and the Company believes that our Clients have the right to a fair, swift and courteous service at all times. Each Client has the opportunity to fill the "Client Complaint Form" which can be found in [Client's Complaints or Grievances Procedures Policy](#) which the Client can find in his "Members area" and online on the Company's website.

Upon receipt of the complaint, the Company will deal with it promptly, effectively and in a positive manner following the procedure in the said Policy.

## 18. GOVERNING LAW AND JURISDICTION

### 18.1 Governing Law

A Transaction which is subject to the Rules of a Market shall be governed by the law applicable to it. Subject thereto, this Agreement shall be governed by and construed in accordance with Cyprus Law. Parties agree that providing of services is settled in the Republic of Cyprus and hence no investment services/activities in the territories of third countries outside EU will be provided/performed.

### 18.2 Jurisdiction

Subject to Applicable Regulations, each of the parties irrevocably:

18.2.1 Agrees for our benefit that the courts of Cyprus shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement ("Proceedings") and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent the Company from bringing an action in the courts of any other jurisdiction);

18.2.2 Waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

### 18.3 Waiver of Immunity and Consent to Enforcement

The Client irrevocably waives to the fullest extent permitted by applicable law, with respect to himself and his revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from:

18.3.1 Suit;

18.3.2 Jurisdiction of any courts;

18.3.3 Execution or enforcement of any judgment to which the Client or the Clients revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agree that the Client will not claim any immunity in any Proceedings.

The Client consents generally in respect of any Proceedings to the giving if any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

## 19. MISCELLANEOUS

### 19.1 Communications Provision

Communication provision of information to the Client in a durable medium under this Agreement is defined as any instrument or provision of information that enables the Client to store information in a way accessible for future reference and allowing the unchanged reproduction of information to be stored. For the purpose of this Agreement, a durable medium of the provision of information shall include:

Clause A: Provision of information as a hard copy personally to the Client (or the Clients authorized representative) hand to hand, and/or also via courier or other postal services that permits to accurately identify the sender, date of dispatch and receipt of correspondence;

Clause B: Provision of information by email and/or via the Trading Terminal Software and/or via the Company's website: [www.robomarkets.com.cy](http://www.robomarkets.com.cy).

By accepting this Agreement, the Client confirms that when choosing whether to receive information provided by the Company as a hard copy pursuant to clause A hereof, or via other secure means specified in clauses B. hereof, the Client selects the latter and provides their consent to entitle the Company (at its own discretion) to provide information to the Client using any of the means referred to above.

### 19.2 Amendments

The Company has the right to amend the terms of this Agreement. If the Company makes any material changes to this Agreement, it will provide the Client with at least five(5) Business Days written notice or the Company will post on our website:

[www.robomarkets.com.cy/about/company/news/](http://www.robomarkets.com.cy/about/company/news/).

Such amendments will become effective on the date specified in the notice and/or on the date of publication on the Company website: [www.robomarkets.com.cy](http://www.robomarkets.com.cy). Any other amendment must be agreed in writing between both parties. Unless otherwise agreed, an amendment will not affect any



outstanding order or Transaction or any legal rights or obligations which may already have arisen.

### 19.3 Notices

Unless otherwise agreed, all notices, instructions and other communications to be provided by the Company under this Agreement shall be given to the address, email or fax number, provided by the Client to the Company and/or shall be published on its website: [www.robomarkets.com.cy](http://www.robomarkets.com.cy). The Client shall immediately notify the Company in writing of any change of his address, email or fax number.

#### TO US:

Business Address:

RoboMarkets Ltd:

169-171 Arch. Makarios III Ave., floor 8,  
3027, Limassol, Cyprus

Tel. +357 25 123 275. Fax: +357 25 580 077.

E-mail: [info@robomarkets.com.cy](mailto:info@robomarkets.com.cy) | Web:  
[www.robomarkets.com.cy](http://www.robomarkets.com.cy)

For: Administration/Back Office Department

### 19.4 Electronic Communication

Subject to Applicable Regulations, any communication with the Company using electronic means of consent provisions shall be binding as if it was in writing. Orders or instructions provided to the Company via email or other electronic means will constitute evidence of the orders or instructions provided to the Company.

### 19.5 Recording of Calls

The Company may record telephone conversations without the use of a warning tone to ensure, amongst other things, that the material terms of the Transaction and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be the Company's sole property and accepted by the Client as evidence of the orders or instructions provided.

### 19.6 Our Records

Our records, unless shown to be wrong, will be evidence of the Clients dealings with the Company in connection with its services. The Client will not object to the admission of the Company's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. The Client will not rely on the Company to comply with his record keeping obligations, although records may be made available to the Client on request at the Company's absolute discretion.

### 19.7 Client Records

The Client agrees to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted.

### 19.8 Investor Protection Schemes

The company is a member of [Investor Compensation Fund \(the "Fund"\)](#) in the Cyprus.

### 19.9 Time of Essence

Time shall be of the essence in respect of all the Clients obligations under this Agreement (including any Transaction).

### 19.10 Rights and Remedies

The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. The Company shall be under no obligation to exercise any right or remedy either at all or in a manner or at any time beneficial to the client. No failure by the Company to exercise or delay in exercising any of its rights under this Agreement (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies.

No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

### 19.11 Set-off

Without prejudice to any other rights to which the Company may be entitled, the Company may at any time and without notice to the Client set-off any amount (whether actual or contingent, present or future) owed by the Client to the Company against any amount (whether actual or contingent, present or future) owed by the Company to the Client. For these purposes, the Company may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

### 19.12 Partial Invalidity

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

### 19.13 Help Desk

Please refer to the [FAQ](#) for information on our help desk.



### 19.14 Reports

By default, the Client receives daily reports detailing trading activity and/or balance operations. To disable these daily reports for specific accounts, the Client can adjust settings within the "Members Area". Even if the daily reports are deactivated, the Client can still access their trading history through the electronic platform or within their "Members Area". It's important to note that the Client will continue to receive daily trading confirmations regardless of report settings. If the Client does not raise any objections within the following working day after receiving a report, it is considered that the Client confirms the accuracy of the transactions listed. The "Members Area" also offers the option for the Client to generate supplementary reports for trading and/or balance operations over a selected period.

## 20. ONLINE FACILITY

### 20.1 Scope

This applies to the Clients access and use of any RoboMarkets Online Facility. This supplement:

20.1.1 Any relevant Additional Agreement between the Client and the Company;

20.1.2 The other parts of our terms and conditions.

20.1.3 In the event of a conflict between any Additional Agreement or any other part of this Agreement, this Agreement shall prevail in relation to operational aspects of RoboMarkets Online Facility.

20.1.4 The Client consents to the electronic delivery of required information and agrees to comply with any guidelines, as amended from time to time, and other reasonable instructions notified to the Client relating to the use of RoboMarkets Online Facility.

### 20.2 Technical Risks

Client accepts the risks of financial losses incurred because of failures of information, communication, electronic and other systems. Client accepts the risks of financial losses, which can happen because of malfunction of hardware and software facilities and poor communication at Client's side. Client bears responsibility for his financial losses incurred because of ignorance of the instructions presented in the Client's Terminal Instruction Manual.

### 20.3 Communication Risks

Client accepts the risks associated with unauthorized access to the information he sent (by electronic mail or using instant message service) in case it was sent unencrypted. Client accepts the risks of financial losses incurred in the result of delay or non-receipt by Client a message from the Company. Client bears sole responsibility for the safety of confidential

information received from the Company and accepts the risks of financial losses incurred in the result of unauthorized access of the third parties to the trading account.

### 20.4 Logins and Security

The Client must keep each Login issued to the Client secret and ensure that it is used only by the individual or system for whom issued. The Clients is liable for all use or misuse of any such Logins and will comply with all reasonable instructions notified to him from time to time relating to any such Logins. The Client will promptly inform the Company if he suspects that the security or functionality of any Logins of RoboMarkets Online Facility has been compromised.

### 20.5 Instructions

20.5.1 The Client authorizes the Company to act (without further inquiry) on any instruction given or appearing to be given using a Login and received by the Company in relation to any RoboMarkets Online Facility ("Instruction").

20.5.2 The Client is not required to submit Instructions;

20.5.3 The Company is not required to act on any Instruction or to execute any Transaction.

20.5.4 The Company have no responsibility for the transmissions that are inaccurate or that are not received by them, and the Company may implement an Instruction of the terms actually received by them.

20.5.5 The Client may send cancelations of an Instruction before it is executed; a cancellation is only effective when the Company informs the Client. The Company may cancel a Transaction executed at a manifestly erroneous price or volume or where a Regulator requires.

20.5.6 Acts and omissions of the Clients Authorized Users are deemed for all purposes to be of the Clients actions.

### 20.6 Execution of Transactions

20.6.1 All Transactions executed by the Company should be displayed on RoboMarkets Online Facility. Any failure or delay in any order being displayed on RoboMarkets Online Facility shall not affect the validity of the Transaction.

20.6.2 If the Company has executed a Transaction, but it is not displayed, it is solely the Clients responsibility to make further inquiry of the RoboMarkets Online Facility to obtain confirmation of the execution of the Transaction. Any failure or delay by the Client in contacting the Company shall not affect the validity of any Transaction.

20.6.3 Once a Transaction has been executed, the Client should be deemed to have entered into a corresponding contract with the Company whether or not the corresponding order is displayed on the RoboMarkets Online Facility.



## 20.7 Internet Failures

Since the Company does not control signal power, its reception or routing via Internet, the configuration of the Clients equipment or reliability of its connection, the Company cannot be responsible for communication failures, distortions or delays when using the RoboMarkets Online Facility.

## 20.8 Market Risks and Online Trading

Trading currencies carries a substantial risk that is not suitable for everyone. Trading online, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

## 20.9 Use of the RoboMarkets Online Facility

20.9.1 In the event of any inconsistency between this Agreement and the Operating Procedures, the Operating Procedures shall prevail.

20.9.2 The Company shall have the right, at any time, to amend the provisions of the Operating Procedures upon five (5) days prior notice. The Client can review all changes via the websites of the Third Party Online Platform Providers, provided, however, that any amendment to the Operating Procedures may be made effective immediately, where appropriate in its determination:

(a) to permit the RoboMarkets Online Facility to comply with any applicable laws, rules, regulations or judgments, orders or similar;

(b) to facilitate the continued and proper operation of the RoboMarkets Online Facility without performance interruption or degradation.

20.9.3 The Client acknowledges that the Company shall have sole discretion and control over, and the right to modify at any time, the RoboMarkets Online Facility and its functionality, configuration, appearance and content, including without limitation:

a) The parameters and methods by which orders are placed, routed, marketed or otherwise processed by the RoboMarkets Online Facility;

b) The availability of the RoboMarkets Online Facility to any user or with respect to particular currency pairs, or transactions at any particular places, times or locations.

20.9.4 The Client agrees to be bound by the various legends, disclaimers, terms, and conditions displayed on or linked to the RoboMarkets Online Facility. Such legends and disclaimers may be updated and/or modified from time to time without prior written notice thereof to you.

## 20.10 Market Data

20.10.1 The Company and any provider of Market Data are not liable:

- a) If the Market Data is inaccurate or incomplete in any respect;
- b) For any actions, the Client takes or do not take.

20.10.2 The Client will use Market Data solely as part of RoboMarkets Online Facility and will not redistribute or disclose it, save as required under Applicable Regulations. Market Data is the intellectual property of the Company or the Company's licensor(s).

20.10.3 The Company may collect trade-related data and aggregate it with data of other users such that no user can be readily identified.

20.10.4 The Company shall own all rights in that aggregated data; the Client will pay any agreed market data fees and any applicable Taxes.

## 20.11 Compliance with Laws

The Client will comply and co-operate with the Company in complying, with all Applicable Regulations when using or accessing any RoboMarkets Online Facility.

## 20.12 Confidentiality, Privacy, Data Protection and No Promotion

20.12.1 Without the consent of the other, neither party shall disclose or use for any purpose except as contemplated under this Agreement, the terms of this Agreement or the relevant Additional Agreement any information disclosed to it by the disclosing party in connection with RoboMarkets Online Facility, except to the extent that such information is:

- a) Already available in the public domain, other than as a result of breach of an agreement between the Client and the Company;
- b) Known to the receiving party at the time of disclosure;
- c) Required to be disclosed under Applicable Regulations or court order;
- d) Requested by a Regulator.

20.12.2 The Company may disclose information to its agents and suppliers (provided that they are subject to confidentiality obligations).

20.12.3 The Company may store and use the contact details of Authorized Users and Security Administrators in countries worldwide (including countries outside the EU and EEA). Neither the Client nor the Company shall make any public announcements relating to the Clients use of RoboMarkets Online Facility without the other's prior written consent.

20.12.4 The Client will not, without our prior written consent in each instance:

- a) Use in advertising, publicity, monitoring or other promotional materials or activities, the name, trade name, trademark, trade advice, service mark, symbol or any abbreviations, contraction or simulation thereof, of



RoboMarkets or our Affiliates or their respective partners or employees;

b) Represent directly or indirectly that any product or any service provided by the Client has been approved or endorsed by us. This section shall survive termination of this Agreement.

### 20.13 Third Party Rights

This Agreement is for the benefit of us, Related Parties, our suppliers, our agents and you. No other third party has rights under this Agreement.

## 21. PROMO PROGRAMS AND SERVICES

All Promo programs and/or related services provided by the Company are presented with described own rules and conditions on the company's official website: [Promotions](#), and have a force of the amendment to this document.

### ANNEX 1 TO THIS AGREEMENT

FINANCIAL SERVICES AGREEMENT # \_\_\_\_\_ dd  
\_\_\_\_\_

RoboMarkets Ltd: (hereafter the Company), a company registered under the laws of the Republic of Cyprus, registration number 310464 and licensed for the provision of financial services by the Cyprus Securities and Exchange Commission under authorization No 191/13, on one side, and

hereafter referred to as the "Client", on the other side, hereinafter jointly referred to as the "Parties", have entered into the present Financial Services Agreement (hereinafter – the Agreement) on the following:

1. By signing this Agreement the Client agrees that RoboMarkets will provide the services to the Client in accordance with RoboMarkets Standard Terms of Business available at RoboMarkets (hereinafter – Standard Terms of Business) website [www.robomarkets.com.cy/about/company/documents/](http://www.robomarkets.com.cy/about/company/documents/).

The Standard Terms of Business at RoboMarkets form an integral part of this Agreement.

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2. The Client accepts that any services under the Standard Terms of Business may be provided only upon completion of the legally required Know-Your-Client procedures and disclosure of all necessary information with regards to the Client and its' affiliates and business. The Client hereby undertakes to provide RoboMarkets with all such information in accordance with the Standard Terms of Business and Applicable Regulations.

3. The Client has read and fully understood the Standard Terms of Business and appendices thereto, and the Client hereby accepts the Standard Terms of Business, including appendices thereto. The Parties irrevocably agree to be bound by the terms of the Standard Terms of Business and appendices thereto. The Client acknowledges that the Standard Terms of Business, including appendices, may be amended and supplemented by RoboMarkets unilaterally from time to time, as prescribed in the Standard Terms of Business. The Client undertakes to monitor such amendments on a regular basis.

4. The Client agrees with his or her categorization notified by RoboMarkets.

5. Client has read and fully understood the following documents: [Order Execution Policy](#), [Clients Categorization Policy](#), [Conflict of Interest Prevention Policy](#), [Risk Disclosure Policy](#), [Privacy Policy](#), [Information on investors Compensation Scheme](#), [Clients Money and Assets Policy](#), [Client's Complaints or Grievances Procedures](#), [General Provisions of Trading Terms](#), [General Instructions Policies and Corporate Clients](#) ([Corporate Client Identification Form](#), [Corporate Trading Account Application Form](#), [Documents Required From Legal Entities](#), [Difference of Retail and Professional Clients](#), [Trade Order, Client Status Request](#)).

6. This Agreement may be terminated in accordance with the Standard Terms of Business.

7. In all cases not specified herein (including meanings of capitalized terms), the provisions of the Standard Terms of Business shall apply.

8. The Agreement has been executed in two original copies (one copy for each of the Parties).



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RoboMarkets Ltd

CLIENT

Name: *N.GERASHCHENKO*

Name .....

Title: *General Manager*

Signature .....

Signature .....

Seal:

Seal (if applicable):