



## Client Agreement

### 1. Introduction

1.1 This Client Agreement is entered by and between Wonderinterest Trading Group (hereinafter the “Company” or “us”) on the one part and the Client (natural and/or legal person) who has completed the Account Opening Application Procedure (hereinafter called the “Client” or “you”), on the other part.

1.2. The Company is authorised and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm m (hereinafter called “CIF”) to offer certain Investment and Ancillary Services and Activities under the Investment Services and Activities and Regulated Markets Law of 2017 L.87(I)/2017 (hereinafter called the “the Law”), with CIF license number 307/16 It is registered in Cyprus under the Companies Law, with registration number HE 332830. Its registered office is at 176 Makariou III Avenue, Paschalis Avenue House, Agia Zoni, Limassol.

1.3. This Client Agreement together and the following documents which are found on the Website of the Company in the Regulation Section, as amended from time to time: “Website Use”, “Privacy Notice”, “Company Information”, “Terms of Business”, “Client Categorisation Policy”, “Investor Compensation Fund”, “Summary of Conflicts of Interest Policy”, “Summary Best Interest and Order Execution Policy”, “Risk Disclosure and Warnings Notice”, “Complaints Procedure for Clients” (hereinafter all called together the “Agreement”) set out the terms and conditions upon which the Company will offer Services to the Client. In addition, the various documents above set out the matters which the Company is required to disclose to the Client under the Applicable Regulations.

1.4. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

1.5. 1.5. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

### 2. Interpretation of Terms

2.1. In this Agreement:

“Account Opening Application Form” shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

“Agreement” shall mean this “Client Agreement” any other Appendices added thereto and the following documents which are found on the Website of the Company in the Client Section: “Website Use”, “Privacy Policy”, “Company Information”, “Terms of Business”, “Client Categorisation Policy”, “Investor Compensation Fund”, “Summary of Conflicts of Interest Policy”, “Summary Best Interest” and “Order Execution Policy”, “Risk Disclosure and Warnings Notice”, “Complaints Procedure for Clients”, as amended from time to time.

**Risk Warning: Trading is risky and your entire investment may be at risk**



“Applicable Regulations” shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Cyprus or of the European Union.

“Client Account” shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

“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. A CFD is a Financial Instrument.

“Currency of the Client Account” shall mean the currency that the Client Account is denominated in, which may be Euro and US Dollar or any other currency as offered by the Company from time to time.

“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, opinions or recommendations of CySEC.

“Intermediary Broker” shall mean the Financial Institution where the Execution of Orders is taking place.

“Investment Services” shall mean the Investment Services under the Company’s CIF license which can be found in the document “Company Information”.

“Professional Client” shall mean a “Professional Client” for the purposes of CySEC Rules, as specified in the Client Categorisation Policy.

“Retail Client” shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in the Client Categorisation Policy.

“Services” shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 6.1. of this Client Agreement.

“Terms” and/or Terms of Business” mean Terms of Business governing all the actions that relate to the execution of the Client’s trades.

“Tied Agent” shall mean A tied agent is a person who, under the full and unconditional responsibility of only one investment firm on whose behalf it acts, promotes investment and/or ancillary services to clients or provides the services of either receiving and transmitting instructions or orders, placing financial instruments or providing investment advice on financial instruments.

“Transaction” shall mean any CFD or Physical Share transaction arranged for execution on behalf of the Client under this Agreement.

“Website” shall mean the Company’s website at or [www.goldenburggroupp.eu](http://www.goldenburggroupp.eu) and any other website as the Company may maintain as its brands.

“Written Notice” shall have the meaning set out in paragraphs 11.3. and 11.4. of the Client Agreement

**Risk Warning: Trading is risky and your entire investment may be at risk**



2.2. 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.

2.3. Paragraph headings are for ease of reference only and shall not affect interpretation of this Agreement.

2.4. Capitalized terms used herein that are not defined herein shall have the meaning set out in the CySEC Rules.

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

### **3. Application and Commencement**

3.1. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests, as the case may be) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

3.2. The Agreement shall take effect and commence upon the receipt by the Client of (i) a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Client Account has been opened for him, and/or (ii) any other affirmation and/or action that lead to opening of a Client Account.

### **4. Client Categorisation**

4.1. According to Applicable Regulations, the Company has to categorize its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. This categorization shall depend on the information provided by the Client in his Account Opening Application Form and according to the method of categorisation as this method is explained under the Client Categorisation. By accepting this Agreement, the Client accepts application of such method. The Company will inform the Client of his categorization according to Applicable Regulations. The Client has the right to request different categorization. Categorization as a *Retail Client* offers greater protection. Retail Clients are entitled to more detailed information under Applicable Regulations.

4.2. The Client accepts that when categorising the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Account Opening Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.

**Risk Warning: Trading is risky and your entire investment may be at risk**



4.3. It is understood that the Company has the right to review the Client's categorisation and change his categorisation if this is deemed necessary (subject to Applicable Regulations).

## **5. Assessment**

5.1. In providing the Services of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge, experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, ability to bear losses and risk tolerance, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge, experience, ability to bear losses and risk tolerance or where he provides insufficient information regarding his knowledge, experience, ability to bear losses and risk tolerance, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company is entitled, at its sole discretion, to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever it deems necessary. The Company shall assume that information about his knowledge, experience, ability to bear losses and risk tolerance provided from the Client to the Company is accurate and complete and the Company shall 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.

5.2. In providing the Investment Services of Investment Advice, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client (for example via the Client Account Application Form) regarding the Client's knowledge, experience in the investment field relevant to the specific type of Financial Instrument or service, as well as his financial situation including his ability to bear losses and his investment objectives including his risk tolerance, so as to be able, based on this information, to recommend to the Client the investment services and the Financial Instruments that are suitable for him/her (suitability test) and, in particular, that are in accordance with his risk tolerance and ability to bear losses. If the Company will provide the Investment Services of Investment Advice by recommending a package of bundled services or products, it will ensure that the overall bundled package is suitable for the Client and to enable the Company to act in the Client's best interest. The Company is entitled, at its sole discretion, to request additional information regarding the Client or/and to request an update of the data notified by the Client, whenever it deems this necessary. The Company shall assume that information provided from the Client to the Company is accurate and complete and the Company shall 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. Where the Client will engage in Social Trading, the Company will take into consideration its assessment of the Client and only provide access to Signal Providers to Clients with preferences and objectives that match the main characteristics of the service.

## **6. Services**

6.1. This Agreement covers the provision of the following investment and ancillary Services from the Company to the Client:

**Risk Warning: Trading is risky and your entire investment may be at risk**



- i. Reception and transmission of orders in relation to one or more financial instruments:
- ii. Investment Advice

6.1. It is understood that not all of the Services under paragraph 6.1. of this Agreement may be applicable for each Client.

## **7. Advice and Commentary**

7.1. Unless specifically requested by the Client and agreed between the Parties in writing, the Company will not give the Client any form of Investment Advice. The Client alone will decide how to handle his Client Account, place Orders and take relevant decisions based on his own judgement.

7.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

7.3. The Company may, from time to time and at its sole discretion, provide the Client with information, recommendations, news, market commentary or other information (hereinafter called "Information") which shall not be considered as part of its Services to the Client. The Information may also be posted to its Website and/or provided to in the form of a newsletter to all its subscribers. Where it does so:

- i. The Company will not be responsible for such Information.
- ii. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such Information or as to the tax or legal consequences of any related Transaction.
- iii. This Information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- iv. If the Information contains a restriction on the person or category of persons for whom that Information is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- v. The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such Information at the same time as other Clients.

7.4. It is understood that market commentary, news, or other Information provided or made available by the Company to the Client are subject to change and may be withdrawn at any time without notice.

## **8. Intermediary Broker and Execution of Orders**

8.1. WonderInterest Trading does not execute order, but transmits them to a third party Financial Institution (hereinafter the "Intermediary Broker"). The Execution of orders are taking place to the Intermediary Brokers that the Company has an agreement with. The Company takes all the necessary steps so as to ensure that the Intermediary brokers are offering high standard of Best Execution policy and practice.

8.2. By Best Execution we mean the process by which a Financial Institution takes all reasonable steps to obtain the best possible result in the execution of client orders, taking into account price, cost, size

**Risk Warning: Trading is risky and your entire investment may be at risk**



of trade and other factors such as quality of execution (speed, likelihood of execution) and any other relevant consideration.

8.3. The best execution factors taken into consideration are (the list is not exhaustive):

- i. Price: the best possible price should be obtained
- ii. Cost: consideration should be given to the overall cost of the trade due to brokerage commissions
- iii. Size of order: which broker is the most appropriate for the size of order
- iv. Quality: issues such as speed and likelihood of execution

8.3. The Company's current Intermediary Broker is: Ox Capital Markets, a duly authorised and licensed company, established in the Republic of Cyprus, with register number HE 338839 and CySEC license 274/15.

## **9. Intermediary Broker and Safekeeping**

9.1. The Company due to its license is not authorised to safekeep the clients' funds.

9.2. The safekeeping of the Clients' Funds is being performed by the Intermediary Broker

## **10. Terms and Conditions of the Intermediary Broker**

10.1. The Clients shall read all the bidding agreements of the Intermediary broker. The current Agreement, as well as the Intermediary Broker's Client Agreement, "Website Use", "Privacy Notice", "Company Information", "Terms of Business", "Client Categorisation Policy", "Investor Compensation Fund", "Summary of Conflicts of Interest Policy", "Summary Best Interest and Order Execution Policy", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients" (hereinafter all called together the "Intermediary Broker's Agreement").

## **11. Communications and Written Notices**

11.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Company by the Client under the Agreement (other than Orders) shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

Address: 176 Makariou III Avenue, Paschalis Avenue House, Agia Zoni, Limassol

Email: [e.papadopoulou@wonderinterest.com](mailto:e.papadopoulou@wonderinterest.com)

11.2. In order to communicate with the Client, the Company may use any of the following methods: email, facsimile transmission, telephone, post, commercial courier service, air mail or the Company's Website.

11.3. The following methods of communication are considered as Written Notice from the Company to the Client: email, facsimile transmission, post, commercial courier service, air mail or the Company's Website.

**Risk Warning: Trading is risky and your entire investment may be at risk**



11.4. The following methods of communication are considered as Written Notice from the Client to the Company: email, facsimile transmission, post, commercial courier service or air mail or commercial courier.

11.5. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:

a) If sent by email, within one (1) hour after emailing it and provided the email has left from the Company's outlook.

b) If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine.

c) If sent by telephone, once the telephone conversation has been finished.

d) If sent by post, three (3) Business Days after posting it.

e) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.

f) If sent by air mail, eight (8) Business Days after the date of their dispatch.

g) If posted on the Company Webpage, within one (1) hour after it has been posted.

11.6. In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

11.7. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

11.8. The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.

## **12. Personal Data, Confidentiality, Recording of Telephone Calls and Records**

12.1. The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

12.2. As part of the Company's client account opening procedures and ongoing obligations, needs to abide with the legislative framework currently in place with the Cyprus Securities and Exchange Commission ('CySEC'). Specifically, the Company shall comply with its legal obligations under the AML Law (Law 13(I)/2018), as amended, and the AML Directive (Directive DI144-2007-08 of 2012) for the establishment on the Client's economic profile and prevention of money-laundering as well as abide with the relevant record keeping obligations under the European Commission Delegated Regulation (EU) 2017/565 ('Delegated Regulation') and Law 87(I)/2017 for establishing the suitability and appropriateness of each Client based on the services offered by each CIF (Suitability & Appropriateness Tests) and recordings of telephone conversations, client transactions, FATCA and

**Risk Warning: Trading is risky and your entire investment may be at risk**



CRS. The Company based to the above-mentioned, is obliged to request, collect and maintain for at least five (5) years, the following:

- i) Name and Surname
- ii) Date of Birth
- iii) Place of Birth
- iv) Nationality
- v) Copy of the Passport and/or of the Identity Card
- vi) Utility bill (including the full address of the client)
- vii) Tax Identification Number
- viii) Tax Residence
- ix) Telephone number
- x) Email xi) Employer's name
- xii) Profession xiii) Industry of Employment
- xiv) Gross Annual Income
- xv) Net Worth
- xvi) Anticipated Turnover
- xvii) Bank Account Details

12.3. The Company has the right to disclose the Client's information (including recordings and documents of a confidential nature, card details) in the circumstances specified below:

- a) Service providers and specialist advisers who have been contracted to provide us with IT, financial, regulatory, compliance, accounting and/or other services.
- b) Tied Agents with whom the Company has closed relationships and who are exclusively working for the Company.
- c) Regulatory Authorities.
- d) Anyone authorised by you.
- e) Relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.
- f) Trade Repository or similar.
- g) The Company's employees so as to exercise their duties to further the Agreement between us, or to assure the efficient functioning of our Platform, the Automatic Orders and the Trading Data functions.

**Risk Warning: Trading is risky and your entire investment may be at risk**





12.4. If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance the Processing of Personal Data (Protection of the Individual) Law of 2001 as this may be amended and/or supplemented and/or replaced from time to time and the General data Protection Regulation 2016/679; and the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any as well as enable the Client to exercised their rights under applicable law).

12.5. By entering into this Agreement, you acknowledge that you will be providing us with personal information within the meaning of the General Data Protection Regulation (679/2016) or any other similar applicable legislation. You consent to us processing all such information for the purposes of performing the contract and administering the relationship between you and us. You consent to our processing and disclosing such information in accordance with this Agreement and our Privacy Notice as published on our website(s), as may be updated from time to time.

12.6. By entering to this Agreement, you authorise the Company and/or its Tied Agents acting on behalf of the Company to perform credit and identity checks. You acknowledge and agree that this may result your personal information to be sent to our Tied Agents who are established within the European Union.

12.7. By entering to this Agreement, you understand that you may be contacted by phone, facsimile or email by the Company and/or its Tied Agents in respect to:

- a) The services provided to you;
- b) The examination of the service quality;
- c) The improvement of the services provided to you;
- d) The provision of any kind of support related to the services offered by the Company;
- e) The provision of information related to the financial markets;
- f) The promotion of existing and new services offered by the Company;
- g) The provision of information related to the financial services offered (e.g. updates/changes to the trading conditions such as swaps, spreads, rollovers etc).

12.8. By entering to this Agreement, you understand that your personal information will be transmitted automatically to the Intermediary Broker so as to execute your orders and Safekeep your funds.

12.9. By entering to this Agreement, you understand and consent that your personal data will be kept, stored and processed for business statistical purposes.

12.10. The Company has automated solutions in respect to the Account opening procedure, specifically during the Appropriateness and Suitability Test. The systems are constituted by a scoring system and are calculating the results automatically. By entering to this Agreement, you understand and consent that those Tests are automated and based on your answers, the Company may reject you as a client and/or refuse trading on a specific financial instrument.

**Risk Warning: Trading is risky and your entire investment may be at risk**



12.11. The Company relies on lawful basis for processing any of your personal information, however for purposes where the company does not have any legal grounds, it shall request your consent, and you have the right to withdraw that consent at any time by contacting us via email, phone, or facsimile.

12.12. Telephone conversations and communications between the Client and the Company as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders are recorded and kept by the Company and such recordings and communication will be the sole property of the Company. The Client accepts such recordings or communication as conclusive evidence of the Orders or conversations so recorded. A copy of such recordings and communications as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders will be available on request by the Client for a period of five (5) years and where requested by CySEC for a period of up to seven years.

12.13. The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, email, or post.

### **13. Force Majeure**

13.1. A Force Majeure Event includes without limitation each of the following:

(a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.

(b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.

(c) Labour disputes and lock-out.

(d) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms.

(e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority.

(f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company).

(g) Any event, act or circumstances not reasonably within the Company`s control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

13.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

**Risk Warning: Trading is risky and your entire investment may be at risk**



- a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
- b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients
- c) Refuse to accept Orders from Clients
- d) Inactivate the Client Account

13.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

#### **14. Limitations of Liability and Indemnity**

14.1. In the event the Company provides the Information as specified in paragraph 7.3. of this Client Agreement, the Company shall not, in the absence of its fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

14.2. The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to certain situation/circumstances specified in the Terms of Business.

14.3. If the Company, its directors, officers, employees, , or agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), then the Company, its directors, officers, employees, Affiliates, or agents, bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.

14.4. The Company shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services.

14.5. The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services.

#### **15. Representations and Warranties**

15.1. The Client represents and warrants to the Company the following:

- a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.
- b) The Client is of sound mind and capable of taking decisions for his own actions.
- c) There are no restrictions on the markets or financial instruments in which any Transactions

**Risk Warning: Trading is risky and your entire investment may be at risk**



- d) will be sent for execution, depending on the Client's nationality or religion.
- e) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- f) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person.
- g) The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder.
- h) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so.
- i) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose, are received.
- j) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- k) The Client has read and fully understood the terms of the Agreement including the information in the Appendixes.
- l) The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.
- m) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve (12) months a prominent public position. If the above statement is untrue and, in the event, that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.

**Risk Warning: Trading is risky and your entire investment may be at risk**



- n) The Client is not from the USA and North Korea, as the Company does not accept Clients from these countries.
- o) He has read and understands the Risks Disclosure and Warnings Notice.
- p) The Client consents to the provision of the information of the Agreement by means of a Website or email.
- q) The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments of the Agreement, the Company's various policies, trading reports, and information about the nature and risks of investments by posting such information on the Website or sending via email. Should the Client wish, he may request for these to be sent by post.

## **16. Complaints and Disputes**

16.1. If the Client wishes to report a complaint, he may do so by sending an email at [info@goldenburggroupp.eu](mailto:info@goldenburggroupp.eu). The Company will try to resolve it without undue delay and according to the Company's Complaints Procedure.

16.2. If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

16.3. It is noted that the Client may have the right to make a complaint to the Financial Ombudsman of Cyprus as provided by Applicable Regulations.

16.4. The Client's right to take legal action remains unaffected by the existence or use of any complaint's procedures referred to above.

## **17. Applicable and Governing Law and Applicable Regulations**

17.1. If a settlement is not reached via the Company's Complaint's Procedure, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Cyprus.

17.2. This Agreement is governed by the Laws of Cyprus.

17.3. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

**Risk Warning: Trading is risky and your entire investment may be at risk**



## **18. Severability**

18.1. Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## **19. Non-Exercise of Rights**

19.1. Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, of its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

## **20. Assignment, Authorised Representative and Introducer**

20.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing five (5) Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

20.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 20.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing five (5) Business Days prior Written Notice to the Client.

20.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

20.4. The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company fulfilling all of the Company specifications for this.

20.5. Unless the Company receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Company, without prejudice to paragraph 27.6 herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such Orders as valid and committing to him.

### **Risk Warning: Trading is risky and your entire investment may be at risk**



20.6. The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least five (5) Business Days' notice prior to the termination of the authorization date.

20.7. The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

(a) if the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;

(b) if an Event of Default occurred;

(c) in order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws;

(d) in order to protect the interest of the Client.

20.8. In cases where the Client is introduced to the Company through a third person such as a Tied Agent or a Financial Intermediary ("Agent"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Agent and the Company is not bound by any separate agreements entered into between the Client and the Agent.

20.9. The Client acknowledges and confirms that his Agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer. If such apply, they will be disclosed to the Client as provided under Applicable Regulations.

## **21. Termination and Results of Termination**

21.1. Without prejudice to Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least five (5) Business Days Written Notice to the other Party.

21.2. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

21.3. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

21.4. The process of termination of this Agreement can be found in the Terms of Business.

## **22. Information Disclosure**

22.1. By accepting the Agreement and Terms of Business the Client hereby authorizes the Company to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable market rules, without prior notice to the Client. Moreover, the

**Risk Warning: Trading is risky and your entire investment may be at risk**



Company is entitled to disclose necessary and required information about the Client to third parties in the Republic of Cyprus, or outside of it, to facilitate the transfer of funds from the Client's credit card.

### **23. Miscellaneous**

23.1. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

23.2. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

23.3. 3. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

### **24. Investment Advice**

24.1. Should the Client specifically request it, the Company will provide the Client, at his request, with the Investment Service of Investment Advice; this includes information and personal advice about investment possibilities suitable to his investment profile and his specific investment objectives, in order to enable the Client, after understanding the investment risks involved in the proposed or desired Financial Instrument or service, to take his own investment decisions. In such a case, the Company will inform the Client in good time as stated in the Applicable Regulations with regard to:

- (a) the Company and its services;
- (b) the financial instruments and proposed investment strategies;
- (c) the execution venues and all costs and related charges;
- (d) whether the advice that it will provide to the Client will be independent or non-independent advice;
- (e) whether the advice is based on a broad or on a more restricted analysis of different types of financial instruments and, in particular whether the range is limited to financial instruments issued or provided by entities having close links with the Company or any other legal or economic relationships, such as contractual relationships, so close as to pose a risk of impairing the independent basis of the advice provided;
- (f) whether the Company will provide the Client with a periodic assessment of the suitability of the financial instruments recommended to that Client and if yes when and why that is likely to happen, the extent to which information will be subject to reassessment and how the Client will receive any updated recommendation(s);
- (g) whether the financial instrument is intended for retail or professional Clients, taking into account the identified target market of end users;

**Risk Warning: Trading is risky and your entire investment may be at risk**





(h) all costs and associated charges relating to the service of Investment Advice;

(i) the prohibitions on inducements in the case of independent advice and how it has met the conditions for providing advice on an independent basis (where applicable);

(j) the factors taken into consideration when selecting financial instruments (such as risks, costs and complexity);

Where advice may be offered or provided to the same Client on both an independent and non-independent basis, the Company shall explain the scope of both services to allow the Client to understand the differences between them and not present itself as an independent investment adviser for the overall activity.

When providing investment advice, the Company shall, before the transaction is made, provide to the Client in a durable medium, a statement setting out the advice provided and of how the investment meets the Client's preferences, objectives and other characteristics of the Client as provided by Applicable Regulation

24.2. The Company shall refuse to provide Investment Advice in any of the following cases:

(a) of potential conflict of interest; or

(b) the Client fails to provide or provides insufficient information with regard to the information requested at the Company's discretion; or

(c) whenever the Company decides that the Financial Instrument or service is not suitable for the Client; or

(d) an Event of Default of the Client.

24.3. The Investment Advice shall be given by the Company to the Client either orally or in writing

24.4. The provision of Investment Advice shall be instantaneous and shall be exhausted when it is given to the Client.

24.5. It is understood that the Company shall not have any duty to monitor the Client's investments or the course of the Financial Instruments that the Client chooses over a specific time period nor shall it have any duty to provide continuous update to the Client regarding any developments. However, should the Company decide to undertake monitoring of the performance of the Client's investment, this shall be done at the Company's discretion and shall not create a responsibility for continuous monitoring. The Company shall be pleased to advise the Client at any specific time the Parties agree.

24.6. Once the Investment Advice is provided, the final choice for effecting or not any transaction in Financial Instruments lies with the Client and he shall be solely responsible for any unexpected return of any investments.

24.7. The Company may, upon the Client request, provide administrative assistance to the Client to fill in the various forms and applications. The Client however will always sign all required dealing instructions and any required forms and documentations personally. In addition to administrative assistance, should the Client wish, the Company may offer him with the Investment Service of

**Risk Warning: Trading is risky and your entire investment may be at risk**



Reception and Transmission of Orders. It is also possible for the Company to refer a Client to a third-party discretionary fund manager where the Client would sign and agree terms with the manager directly.

25.8. It is agreed and understood that any information or recommendations by the Company which are made available in any way to the Client within the framework of Investment Advice, are strictly personal, are addressed to the Client only, and their publication, reproduction or disclosure in any way by the Client to any third party is forbidden and the Company shall have no liability towards third parties for this reason.

25.9. The provision of Investment Advice shall be subject to fee to the Company. The fees shall appear in the Website or agree upon individually with the Client.

25.10. If the Company will be providing to the Client independent investment advice, the Company will not (to the extent prohibited by the Law) accept and retain fees, commissions or any monetary or nonmonetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the provision of the service to the Client.

25.11. If the Company will be providing to the Client independent investment advice, the Company will return to the Client any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the services provided to the Client as soon as reasonably possible after receipt. All fees, commissions or monetary benefits received from third parties in relation to the provision of independent investment advice to you shall, in such a case be transferred in full to the Client.

**Risk Warning: Trading is risky and your entire investment may be at risk**