

## **FIBO Markets Limited**

(ex FIBO Group Holdings Limited) *Adhesion Contract* 

FIBO MARKETS LIMITED Adhesion Contract

"FIBO MARKETS LIMITED", hereinafter referred to as the Company, represented by its Executive Director Mr. Maikel Spyridis, acting by the Memorandum and Articles of Association, on one hand, and the undersigned, hereinafter referred to as the Client, on the other hand, jointly referred to as the Parties.

- 1. The Company undertakes under instructions of the Client and for a fee to carry on brokerage activities related to conclusion transactions with financial instruments under the terms and in the procedure provided for in Terms of Business for provision of brokerage, investment and ancillary services on the financial markets (hereinafter referred to as the "Terms of Business").
- 2. Relations between the Parties, their rights and obligations are stipulated by the Terms of Business, which constitute an integral part of the present Adhesion Contract.
- 3. Under the present Adhesion Contract the Client acknowledges that he/she has familiarized itself with and accepted to the Terms of Business, and the Client undertakes to fulfill all the terms and conditions provided for in the Terms of Business.
- 4. The Client undertakes to pay fees to the Company in the amount and under the terms specified by the Terms of Business.
- 5. The Client undertakes to reimburse to the Company for all the Company's expenses related to the services provided by the Company to the Client under the Terms of Business.
- 6. The Company undertakes to return the Client's funds in due time in accordance with the Terms of Business.
- 7. All information, reports, notifications, messages and other documents covered by the Terms of Business may be given to the Client in a durable medium specified in Clause 18 herein.
- 8. The Company takes measures in order to safeguard and protect the Client's financial instruments and funds as specified by the Terms of Business.
- 9. The Company has adequate organizational arrangements in order to minimize the risk of the loss or diminution of the Client's assets or rights in respect to those assets.
- 10. The Company is a member of the Investors Compensation Fund.
- 11. By signing this Adhesion Contract the Client acknowledges his/her approval and acceptance of the following being integral part of the Terms of Business:
  - a) Policy for managing conflicts of interests;
  - b) Policy for execution of clients orders;
  - c) Expressed consent to the execution of the Client's orders for financial instruments which may be admitted to trading on a regulated market or Multilateral Trading Facility (MTF), outside of such regulated market or MTF;

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c) Expressed consent to the fact that the Company shall not be making public any of the Client's Limit orders in respect of the shares admitted to trading on an EEA regulated market, which are not immediately executed under prevailing market conditions up to a normal market size.

- 12. The present Adhesion Contract is concluded for an indefinite period of time. The present Adhesion Contract may be terminated by mutual agreement of the Parties, or unilaterally by sending to the other Party a termination notice in writing.
- 13. By signing this Adhesion Contract the Client acknowledges his/her approval and acceptance in full the Terms of Business.
- 14. The Client agrees that the Company is entitled, at any time and in its sole discretion, to make amendments to the present Adhesion Contract and the Terms of Business which shall be mandatory to the Client.
- 15. The present Adhesion Contract may be amended by the Parties upon mutual agreement given in the relevant instrument to the present Adhesion Contract.
- 16. The Company is entitled to amend the Terms of Business unilaterally by publication of any amendment to the Terms of Business on the Company's website at fibomarkets.com.
- 17. The Client agrees that any amendment applies to the Client without any prejudice and/or reservation, and the Terms of Business to be read, considered, interpreted and applied, as amended. The Client agrees that any amendment to the Terms of Business comes into force, once it has been published by the Company in a manner specified herein.
- 18. In addition, the Client agrees that the Company may use electronic communications, Clients cabinets, and the Company's website to communicate further information on the Terms of Business. Client hereby confirms that (s)he has regular access to the internet.
- 19. The present Adhesion Contract becomes effective upon its signature by the Parties.

  Without prejudice to provision contained herein, the Client may accept the present

  Adhesion Contract through on-line acceptance of the present Adhesion Contract on the

  Company's website.
- 20. It is noted that the Company may at any time an in its sole discretion to transfer, assign or novate any of its rights or obligations under the present Adhesion Contract and the Terms of Business subject notification to the Client.
- 21. The Client's rights and obligations under the present Adhesion Contract and the Terms of Business are strictly personal to the Client. The Client is not entitled to transfer, assign or novate his/her rights and obligations under the present Adhesion Contract and the Terms of Business.

22. The present Adhesion Contract governed by and construed in accordance the applicable laws of Cyprus and all disputes and controversies arising from or in connection with the present Adhesion Contract shall be eventually settled in the respective court under the jurisdiction of Cyprus, unless otherwise stipulated in the Terms of Business.

I have read and understood the terms and conditions set out herein and consent to them: Client Signature/Signed on behalf of Client:

Client Name:
Country of Residence/Incorporation:
ID/Registration No:
Date:
Signed on behalf of FIBO Markets Limited:
Date: