

TERMS AND CONDITIONS FOR THE SERVICES OFFERED BY THE COMPANY

MCA INTELIFUNDS LTD, trading as “**FXORO**”, (“**FXORO**”) is a financial services company incorporated and registered under the laws of the Republic of Cyprus under Certificate of Registration No. 270891, having its registered office at Corner of Agiou Andreou & Venizelou Streets, Vashiotis Agiou Andreou Building, Second Floor, office 202, POB 53101, Limassol, Cyprus. (contact number +35725205555) (hereinafter called the “**Company**”), having been granted a license from the Cyprus Securities and Exchange Commission, office address 27, Diagorou Street, 1097, Nicosia Cyprus (contact number +357-22506600) hereinafter called “**CySEC**”, with license No. 126/10, to provide the Investment Services covered by this Agreement, through its electronic system via the Internet (hereinafter called the “**Trading Platform**”).

THE COMPANY WILL OFFER INVESTMENT SERVICES (the “**Services**”) STRICTLY UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE NON - NEGOTIABLE AND MAY BE AMENDED AFTER PROPER NOTICE HAS BEEN GIVEN TO THE COUNTER PARTY (hereinafter called “**the Client**”) AT THE ABSOLUTE DISCRETION OF THE COMPANY SUBJECT TO THE PROVISIONS OF TERM 12 BELOW.

The Client has read, understood and accepted all information, conditions and terms set out on the Company’s website www.fxoro.com (hereinafter called “the main website”) which are open to all to be reviewed and examined by the public and which includes important legal information. The Company reserves the right to register and operate other websites for marketing and promotional purposes to specific countries which contain information and disclosures to clients and prospective clients in any language, including such languages other than the English language. The Client accepts and understands that the Company’s language of communication is the English language and the Client should always read and refer to the main website for all information and disclosures about the Company and its activities.

By accepting and agreeing to the terms and conditions of this Agreement and opening a Trading Account, the Client accepts the following terms and conditions. Subsequent to that and (i) subject to the Company’s final approval and (ii) upon the Client's funding of his account, as per paragraph 12.1, the Client enters into a legal and binding agreement with the Company.

Any agreement between the Company and its clients and the procedure to be followed under it, is governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 of Cyprus implementing the EU directive 2002/65/EC, under which the Agreement need not be signed and the Agreement has the same legal effect and



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establishes the same rights and duties and responsibilities as a printed agreement signed between both parties. In case a client wishes to have a printed Agreement, duly signed and stamped by the Company, the client must send 2 signed copies of the Agreement to the Company, stating his postal address and a countersigned copy will be sent back to that address.

1. DEFINITIONS – INTERPRETATIONS

Access Codes – the username and password given by the Company to the Client for accessing the Company's electronic systems.

Agreement – these Terms and Conditions for the Services Offered by the Company.

Authorized Person - a Person authorized by the Client in accordance with this Agreement to give instructions to the Company on behalf of the Client.

Balance – the sum held on behalf of the Client on its Client Account within any period of time.

Balance Currency – the monetary unit or denomination in which the Client's Account balances, commission fees and payments are nominated and calculated.

Base Currency – the first currency in a currency pair.

CFD – a contract for differences. A financial instrument which is derived based on the fluctuations in the price of the relevant underlying asset.

Client Account or Trading or Live Account – the special personal account for internal calculation and customer deposits, opened by the Company in the name of the Client. The Agreement may use the word Trading Account or Client Account or Live Account interchangeably, which all have the same meaning.

Close Position - deal of purchase (sale) covered by the opposite sale (purchase) of the contract.

Corporate Action - an event, action or equity change which has a diluting/concentrating effect or any other material effect on the market value of the underlying shares, as determined at the sole discretion of the Company, including but not limited to: (i) subdivision, consolidation, split, reclassification, cancellation, par



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value change or other change of the rights attached to the shares; (ii) rights offering, bonus issue, equity offering or equity redemption; (iii) distribution (including cash, capital or any other manner of distribution) and repurchase of shares; (iv) any other event which materially affects or may materially affect the shares' price (including material company announcements, takeovers, tender offers, arrangements, payments-in-kind, mergers, de-mergers, spinoffs, MBOs, nationalizations, insolvency etc.).

Equity – provided part of the Client's Account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula: Balance + Profit - Loss. These are the funds on the Client's Account reduced by the current loss on the open positions and increased by the current profit on the open positions.

Financial Markets – international financial markets in which currency and other financial assets exchange rates are determined in multi-party trade.

Financial Instruments – any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation.

Floating Profit/Loss – unrealized profit (loss) of open positions at current prices of the underlying currencies, contracts or stocks, equity indexes, precious metals or any other commodities available for trading.

Force majeure - Neither the Client, nor the Company shall be held liable for consequences of any delay, failure or inability to fulfill obligations contained herein, or pursuant to any transaction, for reasons beyond their reasonable control. Such events will include, without limitation: any law, order, regulation or threat of any governmental or other authority, computer system breakdown, change of market conditions or practice, or actions of the holder of an issuer's shareholder register, which prevent fulfillment by the Parties of their obligations under the present Regulations or any transaction.

Free Margin – funds not used as the guarantee to open positions, calculated as: Free Margin = Equity – Margin

Interested Person – a Person who is not a Client of the Company however he is interested on the Services provided by the Company therefore he is granted with a Trial Account. Introducing Broker - a Person (including its employees, subsidiaries, sub-agent and affiliates) which is remunerated by the Company for referral of Clients to the Company.



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KYC Process – means any "Know Your Client" process required to be made by the Company under applicable Laws and Regulations, and which are designed to identify the Client, verify the identity of the Client, perform back-ground checks on the Client, construct an economic profile of the Client and assess the appropriateness of the Services to the Client.

Laws and Regulations the laws governing the establishment and operation, the regulations, arrangements, directives, circulars and customs of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus and any other authorities which govern the operation of Cyprus Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time.

Lot – “A lot refers to a set amount of a particular asset that is the amount you buy or sell with each transaction. In the financial markets, a lot represents the standardized quantity of a financial instrument as set out by the broker. It means that investors have a standardized contract and always known how much of an asset they are trading when they open a position. A lot can refer to any asset class or financial instrument.”

Margin – the necessary guarantee funds to open positions, as determined in the trading conditions.

Margin Level – index characterizing the account, calculated as: Equity/Margin.

Open Position – deal of purchase (sale) not covered by the opposite sale (purchase) of the contract.

Operating (Trading) Time of the Company – period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as fit, upon notification to the Client.

Services – The Services provided by the Company, detailed in paragraph 2 hereunder

Spread – difference between the purchase price ASK (rate) and the sale price BID (rate) at the same moment.

Stop – out level – such condition of account when the open positions are forcedly closed by the Company at current prices.



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Transaction – any type of transaction effected in the Client’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Client or an authorized representative.

Trading Conditions – the specific trading conditions published in the Company’s Website, including trading hours, minimum and maximum quantities, Corporate Actions, expiration dates, margin requirements, instrument specifications and trading rules.

Trading Platform – the electronic trading platforms and software owned, or licensed, by the Company, which is used in order to provide the Services, whether web-based (including mobile), client software or otherwise.

Underlying Asset - means any asset traded on a Financial Market upon its prices the Company generates CFDs.

Trial Account – a special personal account which is not a Client Account or Trading or Live Account, opened and credited by the Company with a predetermined amount, in the name of the Interested Person.

Website - the Company’s website www.fxoro.com

2. PROVISION OF SERVICES

2.1 The Services to be provided by the Company to the Client are the following:

2.1.1. Investment Services

- (a) Reception and Transmission of orders in relation to one or more Financial Instruments
- (b) Execution of Orders on Behalf of Clients

2.1.2 Ancillary Services

- (a) Safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services such as cash/collateral management
- (b) Foreign exchange services where these are connected to the provision of investment service

2.1.3 Financial Instruments

The Company shall be offering the above investment services, as applicable, regarding:

- (a) Transferable securities
- (b) Money-market instruments



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- (c) Units in collective investment undertakings
- (d) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- (e) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
- (f) s, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF
- (g) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (f) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls
- (h) Derivative instruments for the transfer of credit risk
- (i) Financial contracts for differences (for differences in relation to MiFID instruments, currencies, interest rates or other financial indices)
- (j) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.

2.2 The Company reserves the right to offer the Financial Instruments on any underlying security it considers appropriate so long as it is able to do so under its license from CySEC. The Company's main website will be the primary means of presenting the underlying security on which the Company will offer the Financial Instrument and the Trading Conditions for all and each of them. The Company reserves the right to modify the main website at any time.

2.3 The Client acknowledges that the Services provided by the Company do not include the provision of any investment advice whatsoever or in any circumstances. Any investment information as may be announced by the Company to the Client does not constitute investment advice and the information shall be regarded as given for informative purposes only. No information provided by the Company shall be deemed as an assurance or a



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guarantee on the expected results of any transaction.

2.4 The Client agrees and acknowledges that he is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he shall not rely for these purpose on the Company. The Client further acknowledges and understands that the Company shall bear absolutely no responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy, transaction, investment or information, composition of any account and/or taxation consequences.

2.5 The Client is informed that for any Orders placed with the Company, the Company acts as an agent and not as a principal on the Client's behalf. The sole Execution Venue (as defined in applicable Law and Regulation) for the execution of the Client's orders is Oro Capital Markets Limited.

2.6 The Company's operating hours are: from Sunday at 22.00.01 GMT (Greenwich Mean Time) through Friday 23.00.00 GMT (Greenwich Mean Time). Non-working periods: from Friday 23.00.01 GMT (Greenwich Mean Time) through Sunday 22.00.00 GMT (Greenwich Mean Time), excluding holidays which will be announced through the main website.

2.7 By accepting these terms and conditions the Client is accepting that he has read, understood and accepted all the information contained in the Company's "ORDER EXECUTION POLICY". The "ORDER EXECUTION POLICY", is contained on the Company's main website and is public and available to all Clients.

3. CLIENT CLASSIFICATION

3.1 The Company shall in its dealings with the Client apply the rules of professional conduct which govern the Company's relationship with Retail Clients. If, however, the Client wishes to be governed by the Company's regulations governing Professional Clients or as an Eligible Counterparty, then the Client must inform the Company in writing, clearly stating such a wish. The final decision for the changing the Client's classification will be at the discretion of the Company.

3.2. The Client is bound by the method of categorization which is explained thoroughly in the Company's "CLIENT CATEGORISATION POLICY" which can be found on the Company's main website under the title "CLIENT CATEGORISATION POLICY". By accepting these terms and conditions the Client accepts application of the client categorization method as contained in the "CLIENT CATEGORISATION POLICY".



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4. ASSURANCES, GUARANTEES, DECLARATIONS AND COVERAGE

4.1 The Client states, affirms and guarantees that:

i. whatever money is handed over to the Company by the Client belongs exclusively to the Client, it is free of any lien, charge, pledge and any other encumbrance. Further, whatever money is handed over to the Company by the Client is not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.

ii. He acts for himself and not as a representative or a trustee of any third person, unless he has produced, to the satisfaction of the Company, a document and/or powers of attorney enabling him to act as representative and/or trustee of any third person.

4.2 The Client agrees and understands that the Company reserves the right to refund / send back to the remitter (or beneficial owner) any amounts received under sections i. and ii. paragraph 4.1, after having such proof as it considers adequate at its absolute discretion that these amounts are direct or indirect proceeds of any illegal act or omission or product of any criminal activity and/or belonging to a third party. The Client further consents and acknowledges that the Company may reverse any or all types of previous transactions performed by the Client in his Trading Account and that the Company may terminate the agreement under paragraph 13.4 hereof. The Company reserves the right to take any legal action against the Client to cover and indemnify itself upon such an event and may claim any damages caused to the Company by the Client as a result of such an event.

4.3 The Client understands and accepts that all transactions in relation to trade in any of the Financial Instruments in paragraph 2.1 above, will be performed only through the Trading Platform provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

4.4 The Client and or the Interested Person who would like to become a Client of the Company and/or to withdraw any profits on his Trial Account, understands and accepts that upon his/her registration in the Website or at any time thereafter, the Company is required to conduct a KYC Process. This KYC Process requires the Company to obtain certain documents from the Client which shall typically include an identity card, passport, proof of address such as a utility bill, and proof of payment method. If deemed necessary, the Company may request additional documents and/or that any document copies are notarized, meaning that the documents are stamped and attested by a Public Notary. In the event Company's request for documents and



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information are not completed by the client or otherwise approved by the Company, the Company may at its sole discretion decline to open an Account, block an Account from trading or terminate this Agreement, and may withhold any funds that are present in the Account until such time as the Company is satisfied with the documents presented by the client. Should the documents fail the Company's internal compliance checks – for example, if the Company suspects that they have been tampered with, or are in any way provided to mislead or misrepresent – the Company shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents. The Company may conduct identity, credit and other checks from time to time as it deems appropriate. The information collected and obtained from the Client during the KYC Process may be used in the prevention of money laundering as well as for the Company's risk management purposes. The Company shall use all the information obtained from the Client in accordance with its Privacy Policy which constitutes an integral part of this Agreement and is available on the Website.

4.5 The Client understands and accepts that upon his/her registration in the Website or at any time thereafter, the Company is required to obtain from him information regarding, among others, the purpose and the reason for requesting the establishment of a business relationship; the anticipated account turnover, the nature of the transactions, the expected origin of incoming funds to be credited in the account and the expected destination of outgoing transfers/payments; the customer's size of wealth and annual income and the clear description of the main business/professional activities/operations.

4.6 The Client guarantees the authenticity and validity of any document handed over by the Client to the Company and that all details and information provided by the Client to the Company either during the registration process, or at any time thereafter, are true, current, correct, complete and not misleading and that he will inform the Company of any changes to the details or information given to the Company.

4.7 The Client declares that he has carefully read and fully understood the entire text of the Agreement, he has had the opportunity to take professional advice on its contents and it fully and unreservedly agrees with the terms of this Agreement;

4.8. The client declares that he has read and went through all information provided on the internet regarding the Company, its services offered, relevant and costs, trading conditions, general risk warning, client categorization, investor compensation fund, conflict of interests policy, order execution policy, client complaints procedure and privacy policy and has found all relevant information up to standards. The Client is aware that such information may be changed from time to time at the Company's sole discretion.



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4.9 The Client guarantees that he is over 18 years old.

4.10 The client accepts that any orders he will place with the Company, the company will act as an agent and not as a principal on the Client's behalf. The sole Execution Venue for the execution of his Orders is the Company. This execution venue is a non-regulated market.

4.11 The Client declares that he has chosen the investment amount, taking his total financial circumstances into consideration which he considers reasonable under such circumstances.

4.12 The Client declares that he will not commit any acts or display any conduct that damages the reputation of the Company.

4.13 The Client shall use the Services only in good faith towards both the Company and other users of the Services.

4.14 The Client declares that It is not an employee director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereof.

5. ELECTRONIC TRADING

5.1 By accepting this Agreement, the Client is entitled to apply for Access Codes, within the Company's electronic systems and/ or Trading platform, in order to be able to give orders for the purchase or sale of Financial Instruments and to be able to trade in general on the Trading Platform with and through the Company, through a compatible Personal Computer, smartphone, set-top-box, or any other similar device of the Client that is connected to the Internet or other network communications protocol (e.g. WAP). The Client acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the Client's access to the Company's Trading Platform or part of them in order to ensure the effective and efficient operation of its systems and in order to protect its own interests and the interests of its Clients. In such cases the Company may close any or all trading accounts of the Client under paragraph 13.

5.2 The Client agrees and states that he will keep in a safe place the Access Codes, and shall not reveal them to any other person. He will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform.

5.3 The Client agrees not to use the Trading Platform in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give



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the Client an unfair advantage or which the Company considers at its own discretion as inappropriate and outside the scope of this Agreement and/or as unfair business conduct. Furthermore, the client shall not use any software for the purpose of automatic/algorithm trading in the Account, or allow the use of a device which is performing transactions in any manner obstructing and/or interfering with the regular and ordinary carrying out of such transactions as contemplated by the Company (i.e using expert advice software, auto clicker and similar software). In such a case the Company may, at its sole discretion, reverse all related Client's trades and/or close any Open Positions of the Clients and/or close any or all trading accounts of the Client and/or terminate this Agreement immediately under paragraph 13.4 iv and/or take any measures at its solute discretion.

5.4 The Client will make all necessary efforts to keep his Access Codes secret and known only to him. Also, the Client will be liable for all Orders given and/or deposits made through and under his Access Codes and any such Orders and/or deposits received by the Company will be considered as received from the Client. In cases where a third person is assigned as an 'Authorized Representative' to act on behalf of the Client, the Client will be responsible for all Orders given through and under the representative's Access Codes.

5.5 Unless the Company shall receive a written notification from the Client for the termination of the said Authorized Representative's authorization, the Company will continue accepting instructions and/or Orders given by this Authorized Representative on the Client behalf and the Client. The Company may refuse to approve the nomination of an Authorized Representative, or act upon any instruction from an Authorized Representative in: (i) the Event of Default; (ii) the event where the Company suspects that the disposal pursuant to the instruction submitted is made in violation of the Laws and Regulation, any other applicable laws and regulations, usual market practice, Market Rules, and including but not limited to legislation on money laundering, insider trading, or applicable bankruptcy or insolvency laws; or (iii) if the disposal will put the Clients or the Company at any economic or legal risk; (iv) if the Company suspects that the Client or the Authorized Person are trading or otherwise using the Company's services in a fraudulent, manipulative or dishonest manner; (v) for any other reason whatsoever at the Company's sole discretion.

5.6 If the Client wishes to terminate a nomination of an Authorized Person, the written notification for the termination has to be received by the Company with at least 5 days' notice prior the termination date. The Client shall not allow any third party (including a relative) other than an Authorized Representative to use its Account, Access Codes or identity to access or use the Services (including by depositing funds from third parties) or the Trading Platform and the Client shall be fully responsible for any activities undertaken on its Account by a third party using the Client's Access Codes. The Client undertakes to notify the Company immediately if it comes to his attention that his Access Codes are being used by an unauthorized third party.



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5.7 The Client acknowledges that the Company may elect not to take action based on Orders transmitted to the Company using electronic means other than those Orders transmitted to the Company using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such Orders.

5.8 The Client agrees to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, the Client agrees to follow the access procedure (Login) of the Company that supports such protocols.

5.9 The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted between the Client and the Company or any other party, using the Internet or other network, network communications protocol, communication facilities, telephone, or any other electronic means.

5.10 The Company is not an Internet Service Provider nor is responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this agreement because of network connection or electricity failures. In the case of such electricity / communication/ Internet failures, if the Client wishes to execute a position, then he must telephone our operators on the phone line + 357 25205555 and give a verbal instruction. The Company reserves the right to decline any verbal instruction in cases where its telephone recording system is not operational or in cases where the Company is not satisfied of the caller's/Client's identity or in cases where the transaction is complicated or in cases where the quality of the line is poor. The Company further reserves the right to ask the Client to give instructions regarding the Client's transactions by other means that it deems appropriate.

5.11 The Client agrees not to maintain two or more trading accounts with the Company, in order to get unfair advantages and/or multiple benefits and/or bonuses provided by the Company. In such a case the Company may, at its sole discretion, reverse all related Client's trades and/or close any Open Positions of the Clients and/or close any or all trading accounts of the Client and/or terminate this Agreement immediately under paragraph 13.4 iv and/or refuse to give to the client any benefits and/or bonuses, and/or take any measures whatsoever at Company's absolute discretion.

5.12 The Client agrees that any bonus provided to him by the Company, might be removed in full by the Company from the Client's trading account, at any time or following a Client's withdrawal request after receipt



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of the bonus and immediately prior to the fulfillment (if fulfillment is possible) of the withdrawal request since the bonus will be considered to be materialized.

6. ORDERS – INSTRUCTIONS

(GENERAL)

6.1 The Company shall receive, execute and transmit all Orders strictly in accordance with the Trading Conditions and in accordance with its Best Execution Policy. The Company will have no responsibility for checking the accuracy or the logic of any Order. Any Order given to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Client's behalf.

6.2 Subject to Section 6.15 below, the Company may, in certain circumstances, accept instructions, by telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Client's identity, and the Company is further also satisfied with the clarity of instructions. In case of an Order received by the Company in any means other than through the Trading Platform, the Order will be transmitted by the Company to the Trading Platform and processed as if it was received through the Trading Platform.

6.3 The Company reserves the right, at its discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the telephone. The Client fully accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through the telephone, regardless of how they have been caused, including without limitation technical failures.

6.4 The Client has the right to authorize a third person to give instructions and/or Orders to the Company or to handle any other matters related to this agreement, provided that the Client has notified the Company in writing that such a right shall be exercised by a third party and that this person is approved by the Company and fulfills all of Company's conditions to allow this. Unless the Company receives a written notification from the Client terminating the said person's authorization, the Company will continue accepting instructions and/or Orders given by this person on behalf of the Client and the Client will recognize such Orders as valid and binding on the Client. The Company requires 2 working days written notification for the termination of the authorization to a third party.

6.5 Once the Client's instructions or Orders are given to the Company, they cannot be revoked except with the



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Company's written consent which may be given at the Company's sole and absolute discretion.

6.6 The Company shall not be held responsible in the case of delays or other errors caused during the transmission of Orders and/or messages via the Internet or other communications network, as well as for damage which may be caused by the non-validity of securities, or a mistake in the bank account balance of the Client. The Company shall not be held responsible for information received via the Internet or other communications network or for any loss which the Client may incur in case this information is inaccurate.

6.7 The Client acknowledges and agrees that the Company has the right at its sole discretion to close any Transaction, at its sole and absolute discretion, without providing prior notice to the Client, in the following circumstances: (i) if the underlying asset or contract on which the Transaction is based settles on an expiry date as determined by the relevant Financial Market or Underlying Asset, a reasonable time prior to such expiry date of such underlying asset or contract as detailed in the specific Financial Instrument Trading Conditions available on the Website; (ii) in the event of Force Majeure; (iii) in the Event of Default; (iv) upon or prior to Corporate Actions; (v) upon reasonable suspicion that the Client has breached one, or more provisions of this Agreement, and (vi) upon notification or order from the applicable legal and regulatory authorities.

6.8 Client is aware that the functionality of the Trading Platform may vary between the downloadable platform, the Website platform the mobile platform.

6.9 If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.

6.10 If at any time trading on a relevant Financial Market is suspended, the Company shall calculate the value of the underlying asset of the Financial Instrument with reference to the last traded price before the time of suspension, as reasonably determined by the Company if no trading in that underlying asset is undertaken during the business day on which a suspension occurs. In the event that the aforesaid suspension continues for five (5) business days, the Company may decide, at its sole and absolute discretion, a Closing Time and price of the underlying asset. During the term of a transaction whose market is suspended, the Company shall have the right to close the Position at its discretion and/or to amend or vary the margin requirements and margin rates.

6.11 If a Financial Market announces that pursuant to the rules of such Financial Market the relevant underlying



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asset has ceased (or will cease) to be listed, traded or publicly quoted for any reason and is not immediately re-listed, re-traded or re-quoted on the relevant Financial Market or quotation system located in the same country as the Financial Market (or where the Financial Market is within the European Union, in any Member State of the European Union), or already so issued, quoted or traded the day on which such event occurs, or (if earlier) is announced, shall be the Expiry Date, and the Closing Time shall be a reasonable time prior to such Expiry Date. The closing price will be such price as notified by the Company to the Client.

6.12 The Client may submit to the Company in writing by e-mail or delivery by hand, his objection to the execution or the non-execution or the mode of execution of a transaction and/or Order concluded on his behalf within two (2) working days from the conclusion of the transaction. Otherwise the transaction will be considered valid and binding on the Client.

6.13 At Margin level “Zero” the Company will automatically close all positions at the price then offered by the Company.

6.14 The Client agrees and realizes that all conversations / communications between the Client and the Company can be recorded on magnetic, electronic or other means. Such records will be the Company’s property and the Client further agrees that the Company has the right to use these records as evidence in the event that any dispute arises between the Company and the Client and/or for any purpose which it deems desirable.

6.15 The Company has the right to refuse the execution of transactions on behalf of the Client ordered via telephone if the actions of the Client are not clear and do not include the following operations: opening position, closing position, changing or removing orders.

6.16 In case of force-majeure, hacker attacks and other illegal actions against the Trading Platform or any of the Company systems, or in the event of a suspension of trade in the financial markets or Underlying Asset relevant to the Financial Instruments of the Company, the Company may suspend, freeze or close the Client positions and request the revision of the executed transactions.

6.17 All price levels on the Trading Platform are determined at the Company’s discretion. Any references of the Client to prices of other trading or information systems shall be disregarded.

6.18 Client shall not use any software for the purpose of automatic trading in his account. Furthermore the



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Client shall not use or allow the use of a device with which the Client is performing transactions in any manner obstructing and/or interfering with the regular and ordinary carrying out of such transactions as contemplated by the Company (i.e using expert advice software, auto clicker and similar software).

6.19 The Company has the right not to accept trading in any currency pairs, to be determined in its own absolute discretion, 2 minutes before and after a critical news release (e.g. breaking news events and economic indicators announcements).

6.20 Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. The Client's Order shall be valid and in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for a period of one (1) year from placement.

6.21 The Company has the right to set control limits in relation to Client's orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:

- a. controls over maximum order amount and size;
- b. controls over the electronic systems and/or trading platforms to verify for example the Client's identity during the receipt of the order; or
- c. any other limits, parameters or controls which the Company may deem required to be implemented in accordance with Applicable Regulations.

6.22 The detailed trading requirements, conditions, and specifications for each Financial Instruments are published at Company's website under [Trading Conditions](#). The Company shall have the right to change the Trading Conditions at any time. The Client agrees to check the full specifications of the Transaction before placing any Order.

FOREX/CFD's

6.23 The transaction (opening or closing a position) is executed at the "BID" / "ASK" prices offered to the Client. The Client chooses the position he wishes to take and makes a request to receive a transaction confirmation by the Company. The transaction is executed at the prices the Client can see on the screen. Due to the high volatility of the markets during the confirmation process the price may change, and the Company has the right to offer the Client a new price. In the event the Company offers the Client a new price the Client can either accept the new price and execute the transaction or refuse the new price, thus cancelling the execution of the



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transaction.

6.24 The Client, using the Trading Platform, can give only the following Orders of trading character:

- i. OPEN – to open a position;
- ii. CLOSE – to close an Open Position;
- iii. To add, remove, edit Orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop (as further detailed in Paragraph 6.26 below. Any other Orders are unavailable and are automatically rejected. The Open or Closed Position confirmed cannot be cancelled by the Client.

6.25 Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments are executed at the price declared by the Client on the first current price touched. The Company reserves the right not to execute the Order, or to change the opening (or closing as the case may be) price of the Order or Transaction as detailed in the Company's Best Execution Policy, Stop Loss Policy, and in case of a technical failure in the Trading Platform, the quotes feed, other technical failures, and in the event of Force Majeure.

6.26 Under certain trading conditions it may be impossible to execute Stop Loss Orders, Take Profit Order, Buy Stop Orders, Sell Stop Orders or other limit Orders on any Financial Instrument at the declared price. In such case the Company has the right at its sole discretion to execute such Orders or change the opening (closing) price of the Transaction at a first available price. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Or, this may occur in the trading session start moments, so as a result, placing a Stop Loss order will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price.

6.27 The company has the right at its discretion to increase or decrease spreads on Financial Instruments depending on market conditions.

6.28 The price of the Expiring Transaction will be: (a) the last traded price at or prior to the Closing Time; plus or minus (as the case may be) (b) any spread that the Company may apply when such an Expiring Transaction is closed. The Client acknowledges that it is the Client's responsibility to make itself aware of the Closing Time and of any spread or commission that the Company may apply when closing an Expiring Transaction.



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6.29 The Profit or Loss in any Forex and CFD Transaction will be: (a) the last traded price at or prior to the closing of the Position, (b) less the last traded price at or prior to the opening of the Position, (c) plus or minus (as the case may be) any spread that the Company may apply when such a Position is opened and closed, (d) times the volume of the Position. The Client acknowledges that it is the Client's responsibility to make itself aware of the price of the Financial Instrument and of any spread or commission that the Company may apply when opening and/or closing a Position.

6.31 The Company will make available, by posting on the Company's Website and/or the Trading Platform, the current price applicable to a currency pair, commodity, index, share or any other financial asset or instrument, and offer the Client the opportunity to submit an Order in respect of such asset. Each Transaction shall be for a specified expiry time. The Company expects that the current prices will be reasonably related to the actual prices of such Underlying Assets available in the market. The Company makes no warranty, express or implied, that the quoted prices represent prevailing market prices.

EXPIRY OF TRANSACTIONS; ROLLOVER

6.34 Spot/Forward. All open Spot and Forward Transactions which are not closed by the Client upon reaching their value date will be rolled over by the Company for a further period of two (2) business days. Thereafter, the opened Transactions will be rolled over for additional periods of two (2) business days each indefinitely until such time as the Company will close such Transaction under the terms of this Agreement ("Rollover").

6.35 Future Contracts. The Client acknowledges and agrees that the Company has the right to close any future contract based CFD Transaction ("Future CFD"), at its sole and absolute discretion, without providing prior Notice to the Client, if the Underlying Asset on which the Future CFD Transaction is based settles on an expiry date, a reasonable time prior to such expiry date (such time referred to as "Closing Time" and the relevant expiring Transaction referred to as an "Expiring Transaction"). The Company shall indicate the Closing Time for such Future CFDs in the Trading Conditions. The Company will not be obligated to roll over a position in an Expiring Transaction.

6.36 Share CFDs. Share based CFD Transactions ("Share CFD") are traded on a daily basis, in conjunction with the times in which the underlying share is traded in the relevant Financial Market. Without derogating the



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provisions of this Agreement, Share CFD Transactions may be terminated by the Company upon the occurrence of the events set out in Sections 6.39 – 6.41 hereunder.

6.37 The price of the Expiring Transaction will be the last traded price at or prior to the Closing Time, plus or minus (as the case may be) any spread, fee, adjustment or commission that the Company may apply when such an Expiring Transaction is closed.

6.38 The Client acknowledges that it is the Client's responsibility to make itself aware of the Closing Time and of any spread and/or Commission that the Company may apply when closing an Expiring Transaction. Closing Times for the CFDs offered by the Company are available in the Website.

MARKET SUSPENSION AND DELISTING; CORPORATE ACTIONS

6.39 Suspension. If at any time trading on a relevant Financial Market or trading in a certain Underlying Asset is suspended, the Company shall suspend the trading in the CFD Transactions based on such Underlying Asset and calculate the value of the CFD with reference to the last traded price before the time of suspension, as reasonably determined by the Company. In the event that the aforesaid suspension continues for five Business Days, the Company may decide, at its sole and absolute discretion, a Closing Time and price of the relevant CFD. During the term of a CFD Transaction whose market is suspended, the Company shall have the right to terminate the CFD Transaction at its discretion, and to amend or vary the margin requirements.

6.40 Trading Termination. If an Underlying Asset has ceased (or will cease) to be listed, traded or publicly quoted for any reason and is not immediately re-listed, re-traded or re-quoted on the relevant Financial Market or quotation system (including in the event of any insolvency of a company whose shares constitute an Underlying Asset), the Closing Time of the relevant CFD shall be a reasonable time prior to such time in which the Underlying Asset will cease to be listed, traded or publicly quoted and the Company shall close all the relevant Transactions at the Closing Time.

6.41 Corporate Actions. If an Underlying Asset is subject to a Corporate Action, the Company shall set a Closing Time which shall be prior (if possible) to the Corporate Action's time (and in the event of dividends, prior to the Ex-dividend date) and close all the relevant Transactions at the Closing Time. The Company further reserves the right to determine the appropriate adjustment to be made to the Transactions' price or quantity as it considers appropriate to account for the diluting or concentrating effect of the Corporate Action. In the event of a distribution of cash dividends, the Company also reserves the right not to close the relevant Transactions and to



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credit or debit the Client's Account (depending on the Client's position – short or long) in the dividend amount, according to the Transaction quantity and minus any fee, if applicable, all as calculated by the Company. The Company's specific trading rules with respect to Corporate Action as well as any known future Corporate Actions are included in the Trading Conditions and presented on the Website.

6.42 It is the Client's obligation and responsibility to ensure that it is fully aware of the Corporate Actions or other events related to any Underlying Asset on which its Transactions are based. The Client acknowledges and agrees that not all Corporate Action can be known in advance.

6.43 Subject to the above, limit Orders, such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments is executed at the price declared by the Client.

6.44 The Company may establish cut-off times for instructions or Orders which may be earlier than the times established by the particular Financial Market or clearing house involved in any Transaction and the Client shall have no claims against the Company arising out of the fact that an Order was not placed by the Client ahead of our cut-off time.

6.45 All price levels on the Trading Platform are determined at the Company's sole discretion. Any references of the Client to prices of other trading or information systems or of other clients shall be disregarded. The Company has the right at its sole discretion to increase or decrease spreads on Financial Instruments depending on market conditions and Client's profile.

6.46 The Company is under no obligation, unless otherwise agreed in this Agreement, to monitor or inform the Client on the status of any Transaction or to close out any Client's Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.

6.47 It is the Client's responsibility to be aware of its Positions at all times.

6.48 The detailed trading requirements, conditions, and specifications for each Financial Instruments are detailed in the Trading Conditions. The Company shall have the right to change the Trading Conditions at any time. The Client agrees to check the full specifications of the Transaction before placing any Order.



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7. REFUSAL TO EXECUTE ORDERS

7.1 The Client acknowledges that the Company shall have the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:

- i. Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Financial Instruments; constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legalization of proceeds from illegal acts or activities (money laundering); and/or affects or may affect in any manner the reliability or smooth operation of the Electronic Trading Platform;
- ii. Whenever the Order concerns the purchase of any Financial Instrument but there are no available cleared funds deposited with the Company and/or in the Bank Account (as in Paragraph 9 below) to pay the purchase price of the relevant Financial Instrument and all the charges relating to the said Trading Platform. In calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company and/or in the Bank Account; The Company is not obliged to give reasons or notice as to the reasons for suspending, declining or cancelling Client's orders or instructions. Moreover, in the event that the Company does decide to suspend or cancel an instruction, such cancellation will not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or his assets.

7.2 The Client declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company taking action in relation to Paragraph 7.1 above.

8. SETTLEMENT OF TRANSACTIONS

8.1 The Company shall proceed to a settlement of all transactions upon execution of such transactions.

8.2 Upon request a statement of Account will be provided by the Company via the Trading platform to the Client on a monthly basis, within five (5) working days from the end of the previous month. In case no transactions were concluded in the past month, the Client is deemed to have lost his right to be informed. Any confirmation or proof for any act or statement of account or certification issued by the Company in relation to any transaction or other matter shall be final and binding on the Client, unless the Client has any objection in relation to such



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statement of account or certification and the said objection is filed in writing and received by the Company within two (2) working days from the receipt or the deemed date of receipt of any statement of account or certification.

8.3 In the case where the Client is able to have an online statement for his account on a continuous basis, then the Company is considered as having fulfilled its obligations under Paragraph 8.2 and any objections of the Client shall be valid only if received by the company in writing within 2 working days from the transaction under objection.

9. CLIENT ACCOUNTS

DEPOSITS – WITHDRAWALS

9.1 The Company shall allow the Client to fund the Account without minimum deposit threshold. However, in order to open an Account, the Client shall have to deposit a minimum amount per the Company's specifications detailed in the Website. Such sums of minimum deposit may vary from time to time. The Company shall not accept cash deposits.

9.2 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services as in Paragraph 2, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account with any bank or other institution used to accept funds which the Company shall specify from time to time (the "Bank Account").

9.3 Upon accepting the Agreement, the Client authorizes the Company to make any deposits and withdrawals from the Bank Account on his behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

9.4 Unless the Parties otherwise agree in writing, any amount payable by the Company to the Client, shall be paid directly to the Client.

9.5 The Company retains a right of set off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company and/or merge any accounts of the Client with the Company. Unless otherwise agreed



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in writing by the Company and the Client, this Agreement shall not give rise to any rights other than those set out herein or to any credit facilities.

9.6 The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations from his account without closing the said account.

9.7 Money transfers (withdrawal from Trading Account) shall be initiated by the Company within five (5) Working Days after receiving a withdrawal request instruction from the Client. Upon receiving a withdrawal request, the amount requested shall be deducted from the Balance. The Company reserves the right at its sole discretion to decline a withdrawal request if the request is not in accordance with Section 9.11, or delay the processing of the request if not satisfied on full documentation of the Client or Authorized Person.

9.8 The Client agrees to pay any incurred bank transfer fees when withdrawing funds from his account to his designated bank account. The Client is fully responsible for the payments details that he has provided to the Company and the Company accepts no responsibility for the Client's funds if the Client's given details are incorrect. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts.

9.9 The Client agrees to pay any other additional incurred bank fees such as 20 (twenty) Dollars for wire transfer or any additional charges incurred from financial institution on the Client or the bank in relation to any Account transfer.

9.10 The Client agrees that any amounts sent by the Client or on the Client's behalf in the Bank Accounts, will be deposited to the Client's trading account at the value date of the payment received and net of any charges / fees charged by the Bank Account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's trading account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received. The Client acknowledges that the Company cannot be held liable for how many days it takes from the sending bank, or other financial institution, or third party payment solution providers, to send funds to the Company and the time the Company shall receive the funds.

9.11 Withdrawals should be made using the same method used by the Client to fund his trading account and to



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the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. The Company further reserves the right to request further documentation while processing the Clients' withdrawal request. If the Company is not satisfied with any documentation provided by the Client, the Company may reverse the withdrawal transaction and deposit the amount back to the Client's trading account.

9.12 In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Client's trading account(s).

9.13 The Client agrees that in case of such a negative balance in any of the Trading account of the Client, the Company can transfer such an amount from any other trading account of the Client to that account to cover the negative balance. Furthermore it is understood and accepted by the Client that in the case that there are no sufficient amounts to cover the negative balance in the Trading account the Company reserves the absolute right to terminate this agreement with 24 hours' notice through the Trading Platform or email and claim the amount of negative balance and any expenses it might incur.

9.14 The Client authorizes the Company to make any deposits and withdrawals from the Bank Account on its behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all Transactions undertaken under this Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

9.15 The Client agrees to waive any of his rights to receive any interest earned in the money held in the Bank Account and consents that the Company will benefit from such interest earned to cover registration /general expenses / charges / fees and interest related to the administration and maintenance of the Bank Account.

INACTIVE/DORMANT ACCOUNTS

9.16 After three (3) consecutive months of non-use ("Inactivity Period"), an inactivity fee will be deducted from the Client's trading account. This fee is 15\$ or its equivalent according to client relevant currency based account. Fee should be taken from clients without open positions which didn't trade for 3 months. (3 months from the time they closed their last position).



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The fee will be discontinued the moment the account is no longer deemed inactive, following new trade order for example. The fee will be deducted from inactive accounts in 4 dates during the year: 1/01, 1/04, 1/07 & 1/10. The deductions will be executed until the account balance is zero. Any bonuses will be withdrawal accordingly. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed.

9.17 Any account that it has credit balance, it has been open throughout a period of 5 years (60 months) or more and during that period no transactions have been carried out in relation to the account by or on the instructions of the holder of the account, it would be considered by the Company as a 'Dormant Account'.

As soon as an account is identified as Dormant, the Company has the right to contact the client via e-mail, notifying him that the account will be deleted and the funds will be returned to the origin bank account. Unless the client contacts the Company within five (5) business days requesting the contrary, the account will be deleted and the funds will be returned to the origin bank account. In the event that the client contacts the Company, asking for non-deletion of the account then:

- If the client has already submitted the required documents and completed the KYC process of the Company, then he/she shall be requested to resubmit his/her updated required documents and repeat the KYC Process in order to maintain the account active.
- If the client has not yet submitted the required documents and he/she did not complete Customer Due Diligence Procedure of the Company, then in order to maintain the account active, he/she shall be requested to submit his/her documents required and complete the KYC process in the next ten (10) business days.

MARGIN REQUIREMENTS

9.18 The Margin requirements for different types of Financial Instruments are displayed on the Trading Conditions. However, the Company reserves the right at its sole discretion to determine specific Margin requirements for individual Position, as required.

9.19 The Company's Margin requirement shall apply throughout the term of this Agreement. It is the Client's responsibility continuously to ensure that sufficient Margin is available on the Account at any time. If, at any time during the term of this Agreement, the Margin available on the Account is insufficient to cover the Margin



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requirement, the Client is obliged to reduce the amount of Open Position(s) or transfer adequate funds to the Company. Even if the Client takes steps to reduce the size of Open Position(s) or to transfer sufficient funds to, the Company may close one, several or all of the Client's Open Position or part of them at its sole discretion without assuming any responsibility towards the Client for such action.

9.20 If the Client has opened more than one Account, the Company is entitled to transfer money from one Account to another, even if such transfer will necessitate the closing of Open Position(s) or other trades on the Account from which the transfer takes place.

9.21 The Client is specifically made aware that the Margin requirements are subject to change without notice. The Client acknowledges that the Company will not monitor the Margin requirements on a continuous basis, and the Company shall not inform the Client as soon as of the amount of any Margin required under this Agreement.

9.22 In addition and without prejudice to any rights to which the Company may be entitled under this Agreement or any Laws and Regulations or any other applicable laws and regulations, the Company shall have a general lien on all Margin or funds held by the Company on the Client's behalf until the satisfaction of all Client's obligations.

9.23 The Client is advised that the Company shall have the right, in addition to any other rights it may have under this Agreement, or under Laws and Regulations in general or any other applicable laws and regulations, to limit the size of the Client's Open Positions (net or gross) and to refuse orders to establish new Positions, or close Positions, until the Client deposits extra funds in order to hold a required Margin. The Company will inform the Client as soon as possible regarding such refused Orders and the reason for the refusals. Situations where the Company may exercise such right include, but are not limited to, where: (i) The Company has reason to believe that the Client may be in possession of Inside Information (as such term is defined under applicable legislation); (ii) The Company considers that there are abnormal trading conditions; (iii) the value of the Client's Margin falls below the minimum Margin requirement as defined in Website; (iv) the Client has a ZERO, or negative Balance on any Account, or (v) the Client's gross exposure in the Account or its Accounts or related Accounts in aggregate exceeds USD 15,000,000, or such amount as may be determined by the Company from time to time at its sole discretion.; or (vi) the Client's gross exposure in a specific Financial Instrument or CFD exceeds the amount as may be determined by the Company from time to time at its sole discretion.



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10. COMPANY'S FEES

10.1 The Company is entitled to receive fees from the Client for its Investment Services provided as described in the Agreement as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said Investment Services. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees and the Client will be informed of such changes on the Website.

10.2 The Client warrants, represents and undertakes that it is solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax, stamp duty, expenses or other levy that may be payable on any amounts paid to the Client. Notwithstanding the foregoing, and without derogating from the Client's sole and entire responsibility to perform tax payments, stamp expenses or pay other levy, the Client shall pay the Company, immediately when so requested by the latter, and the Company is entitled to debit the Account with any value added tax or any other tax, contribution, levy, stamp duty, expense or charge which may be payable as a result of any Transaction or any act or action of the Company under this Agreement (except for taxes payable by the Company in relation to the Company's income or profits).

10.3 The Company shall have a lien on all the amounts which are deposited in the Accounts and on statements of Financial Instruments of the Client, to the extent that there remain amounts due by the Client to the Company. Before the exercise of the said right, which does not require the Client's consent, the Company shall give the Client notice stating its intention to exercise the lien, as well as the deadline upon the expiry of which the Company shall exercise the said right.

10.4 In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the accounts of the Client with the said amount and/or liquidate in the name of the Client any of the Client's Financial Instruments in view of covering the aforementioned amount.

10.5 By accepting this Agreement, the Client has read and understood and accepted the information stated in this Agreement and/or found on the Website, in which all related commission, costs and financing fees are explained. The Company reserves the right to amend at its discretion all such commission, costs and financing fees. All information relating to the aforementioned amendments will be available on the main website which the Client must review during the period the Client is dealing with the Company and especially before placing any orders with the Company. The Client is deemed to have seen, reviewed and considered the Company's commission, costs and financing fees and any changes that the company may make thereto from time to time.



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10.6 The Client acknowledges and agrees that upon each Rollover, the Company will add or subtract the interest adjustments applicable to the relevant assets, including a spread. Similarly, all Share CFD Transactions will be subject to a daily credit or debit (depending on the position held by the Client – Long\Short), calculated on the basis of the relevant Inter-Bank interest rate of the currency in which the underlying share is traded and including a markup spread.

10.7 The Company may vary such interest rates calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond the Company's control. Such circumstances are: (i) Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to the Company; (ii) Other changes in the general interest level, including in the money and bond markets; (iii) Changes in the relationship with the Company's counterparties (i.e. liquidity providers), which affect the Company's cost structures.

11. COMPANY LIABILITY

11.1 The Company shall conclude transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Client's Orders and/or from which transactions are carried out on behalf of the Client, unless to the extent where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

Without derogating from the above, the Company's aggregate liability towards the Client in respect of claims of the Company's gross negligence, deliberate omission or fraud will be limited to the aggregate amount of the deposits less withdrawals made by the Client in the relevant Account.

11.2 The Company shall not be held liable for any loss of opportunity as a result of which the value of the Client's Financial Instruments could increase or for any reduction in the value of the Client's Financial Instruments, regardless of how such decrease may arise, unless to the extent that such loss or reduction is directly due to deliberate omission or fraud by the Company or its employees.

11.3 If the Company incurs 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 Investment Services and/or in relation to the disposal of the Client's Financial Instruments in view of the satisfaction of any



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claims made by the Company or due to the non-fulfillment of any of the Client's statements and/or Orders and/or instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

11.4 The Company shall not be held liable for any loss which is the result of deceit in relation to the facts or mistaken judgment or any act done or which the Company has omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by the Company or its employees.

11.5 The Company shall not be held liable for the loss of Financial Instruments and funds of the Client, including the cases where the Client's assets are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.

11.6 Although the Company takes all reasonable steps and makes such general enquiries from readily available sources to ensure to the best of their ability that the Banks it transacts its business through or in which deposits of client monies are made, the Company cannot guarantee and therefore accepts no liability for the financial standing of any bank or other regulated financial institution in which such deposits are made and accepts no responsibility in the event of liquidation, receivership or otherwise failure of such bank or institution which leads to a loss of all or any part of the funds deposited with them.

11.7 The Company being a member of the Investor Compensation Fund (the "Fund") provides the Client with the extra security of receiving compensation from the Fund, for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfill its obligations regardless of whether that obligation arises from a breach of applicable law or regulations, the Agreement or from any wrongdoing by the Company. By accepting the Agreement the Client has read, understood and accepted the information under the title "INVESTOR COMPENSATION FUND" as this information is loaded on the Company's main website public and available for all Clients.

12. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

12.1 This Agreement shall take effect upon the first funding of the Client's account, provided that the Company has sent the Client written confirmation for his acceptance. It shall be valid for an indefinite time period until its



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termination by virtue of the provisions of Paragraph 13.

12.2 The Agreement may be amended on the following cases:

- i. Unilaterally by the Company if such amendment is necessary following an amendment of the law or if CySEC, the Central Bank of Cyprus or any other regulatory authority issues decisions or binding directives which affect the Agreement. In any such case, the Company shall notify the Client of the said amendment either in writing or per electronic mail or through its main webpage or through the Trading Platform and the Client's consent shall not be required for any such amendment.
- ii. In cases where the amendment of the Agreement is not required as in Paragraph 12.2(i) above, the Company shall notify the Client of the relevant amendment either in writing (including by sending an email to the email address provided by the client) or through its main webpage or through the Trading Platform. If objections arise, the Client may terminate the Agreement within 15 days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of the Client shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that the Client consents and/or accepts the content of the amendment.

13. TERMINATION

13.1 The Client has the right to terminate the Agreement by giving the Company at least seven (7) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Client's Open Positions shall be closed by the date of termination.

13.2 The first day of the notice shall be deemed to be the date such notice has been received by the Company.

13.3 The Company may terminate the Agreement by giving the Client at least seven (7) days written notice, specifying the date of termination therein.

13.4 The Company may terminate the Agreement immediately without giving 7 days notice in the following cases:

- i. Death of the Client;



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- ii. If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken;
- iii. Such termination is required by any competent regulatory authority or body;
- iv. The Client violates any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;
- v. The client violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
- vi. The Client involves the Company directly or indirectly in any type of fraud.

13.5 The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

- i. Any pending fee of the Company and any other amount payable to the Company;
- ii. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- iii. Any damages which arose during the arrangement or settlement of pending obligations.

13.6 In case of breach by the Client of Paragraphs 13.4v and 13.4 vi., the Company reserves the right to reverse all previous transactions which places the Company's interests and/or all or any its Clients interests at risk before terminating the agreement.

13.7 Investment products contained on this website are not available and information in respect to them may not be distributed to persons resident in any territory where such distribution would be contrary to local law or regulations. In particular, the information or investment products and offers set out in the website of the company is not directed to the United States. US citizens (as defined in Regulation S under the US Securities Act 1933) and persons resident in the US may not use this website. Information from this website may not be distributed or redistributed into the United States or into any jurisdiction where it is not permitted. In addition



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the company may restrict and or decline account opening applications in cases where its internal policies and procedure are not fully fulfilled and or satisfied.

13.8 Upon termination of the Agreement, the Company shall immediately hand over to the Client the Client's assets in its possession, provided that the Company shall be entitled to keep such Client's assets as necessary to close positions which have already been opened and/or pay any pending obligations of the Client, including, without limitation, the payment of any amount which the Client owes to the Company under the Agreement.

14. ACKNOWLEDGEMENTS OF RISKS

14.1 The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may be reduced to zero value.

14.2 The Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument via the Company and through the Trading platform and accepts and declares that he is willing to undertake this risk.

14.3 The Client declares that he has read, understands and unreservedly accepts the following:

- i. Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- ii. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- iii. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- iv. The Client must not purchase Financial Instruments unless he is willing to undertake the risks of losing in its entirety all the money which he has invested and also will be liable for any additional commissions and other expenses incurred.



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14.4 The Services provided under the Terms and Conditions of this Agreement are only suitable for clients who understand the risk and have the experience in taking risks involved utilizing the Financial Instruments offered by the Company.

14.5 The Client acknowledges and accepts that there may be other risks which are not contained in this Paragraph 14 and that he has read and accepted all information under the titles "RISK WARNINGS NOTICE" this information is loaded on the Company's webpage public and available to all Clients.

15. RELATIONSHIP BETWEEN THE COMPANY AND THE CLIENT

15.1 The Company reserves the right to use, employ or appoint third qualified and duly trained persons for the purpose of mediating in the execution of orders and the conclusion of transactions for the Client.

15.2 The Company declares that it takes all necessary measures, where possible, in order to anticipate or solve any conflicts of interest between, on the one hand itself and its associated persons and clients and on the other hand, its Clients. However, the Company draws the Client's attention to the following possibilities of a conflict of interest.

i. The Company and/or any associated company and/or any company which is a member of the group of companies to which the Company belongs to, might:

(a) Enter itself into an agreement with the Client in order to execute his Order;

(b) Be an issuer of the underlying assets and/or future contract on which the Financial Instruments in which the Client wishes to conclude a transaction is based;

(c) Act on its behalf and/or for another client as purchase and/or seller and/or may have an interest in the underlying assets and/or future contract on which the Financial Instruments of the issuer in which the Client wishes to conclude a transaction is based;

(d) Act as an agent, and/or have any trading or other relationship with any issuer of the underlying assets and/or future contract on which the Financial Instrument is based;



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(e) Pay a fee to third persons who either recommended the Client to the Company or who mediated in any way so that the Client's Orders are forwarded to the Company for execution.

ii. The Company may execute different orders (even contrary to one another) on behalf of different clients.

iii. The Company may mitigate the risk associated with the Client's transactions with, and obtain coverage for such risk from another Company.

15.3 Client warrants that he has read and accepts the "CONFLICTS OF INTEREST POLICY" that the Company has adopted. This policy is uploaded and is mentioned in detail in the Company's main website public and available to all Clients.

16. INTRODUCING BROKER

16.1 THE COMPANY AND INTRODUCING BROKER ARE WHOLLY SEPARATE AND INDEPENDENT FROM ONE ANOTHER. THE CLIENT AGREEMENT WITH THE COMPANY AND THE INTRODUCING BROKER DOES NOT ESTABLISH A JOINT VENTURE OR PARTNERSHIP AND THE INTRODUCING BROKER IS NOT AN AGENT OR AN EMPLOYEE OF THE COMPANY.

16.2 The Client may have been referred to the Company by an Introducing Broker. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will be acting solely as an independent intermediary and that no such Introducing Broker will be authorized to make any representations concerning the Company or the Company's services nor shall it be authorized to take any obligations in the name of the Company.

16.3 The Company does not endorse or vouch for the services provided by the Introducing Broker, nor does it imply that the Introducing Broker holds any license for his services, if such license is required. Since the Introducing Broker is not an employee or an agent of the Company, it is the Client's responsibility to perform necessary due diligence on the Introducing Agent prior to using any of their services.

16.4 The Company does not control and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Introducing Broker or from any third party not employed by the Company regarding foreign currency or exchange trading or other services



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provided by the company or the risks involved in such trading or in such services.

16.5 The Company provides risk disclosure information to all new Clients when they open an account. Client should read that information carefully and should not rely on any on information to the contrary from any other source, including Introducing Brokers. If Introducing Broker or any other third party provides Client with information or advice regarding foreign exchange trading or any of the services provided by the Company (including, without limitations, by courses, programs, research or written or oral recommendations), the Company shall not be responsible for any loss to Client resulting from Clients use of such information or advice.

16.6 Client understands and agrees that if an Account with the Company is introduced by Introducing Broker that Introducing Broker may be provided access to certain personal information about the Client as well as certain information concerning the Client's trading, depositing and withdrawal activity. By clicking on "Accept and Continue" on the registration page, the Client acknowledges and agrees that if the Client was introduced by an Introducer Broker, the relevant introducer may also be remunerated by the Company in respect to the Client's trading activity on the Trading Platform

17. TRIAL ACCOUNTS

17.1 Interested Persons can be provided with a Trial Account which includes an initial predetermined margin funded by the Company that can be used as a trial of certain Services provided by the Company, as per Company's Trading Conditions.

17.2 Any amount of money funded by the Company in the Trial Account is provided for the sole purpose of Trading and cannot be withdrawn by the Interested Person. Trading shall be made according to the Company's [Trading Conditions](#).

17.3 Trial Accounts shall be available to Interested Persons who are not yet Clients of the Company and it shall be provided once per household and/or IP Address.

17.4 The Trial Account and any actions performed on the Trial Account, may expire 7 calendric days after the first transaction opened by the Interested Person. In the case of the expiration of the Trial Account, any excess (any amount above the amount funded by the Company not used as margin) which shall remain in the Trial Account upon its expiration can be either transferred to the Interested Person's Trading Account if applicable, or withdrawn by the Interested Person's, subject to standard transfer fees, as applicable. Any excess not



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transferred or withdrawn shall be deemed as waived by the Interested Person and shall be removed. In case the Interested Person would like to withdraw the excess from his Trial Account before or upon its expiration, he will be required to register as a Client of the Company and complete Company's KYC Process as described in paragraph 4.4 above. In case the Client makes a withdrawal, the use of the Bonus shall be considered to be materialized.

17.5 The Interested Person agrees not to maintain two or more Trial Accounts with the Company, in order to get unfair advantages and/or multiple benefits and/or bonuses provided by the Company, and/or act in any fraudulent way. In such a case and/or in any case the Company suspects that the client acts in a fraudulent way the Company may, at its sole discretion, reverse all related trades and/or close any Open Positions and/or close any or all trial and/or live accounts of the Interested Person and/or terminate this Agreement immediately under paragraph 13.4 iv and/or refuse to give to the Interested Person any benefits and/or bonuses, and/or take any measures whatsoever at Company's absolute discretion.

17.6 The Interested Person agrees that the amount funded to him by the Company might be removed in full by the Company from the Interested Person's Trial Account, at any time at Company's absolute discretion.

17.7 The Interested Person further agrees and accepts that the Company has the right to refuse providing any Trial Account to any Interested Person, for any reason whatsoever, at Company's absolute discretion.

18. CONFIDENTIAL INFORMATION

18.1 The Company shall have no obligation to disclose to the Client any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Client, unless otherwise expressly cited in this Agreement and where this is imposed by the relevant Laws and Regulations and Directives in force.

18.2 The Company has the right, without informing the Client beforehand, to disclose such details of the Client's transactions or such other information as it may deem necessary in order to comply with any requirements of any person entitled to require such a disclosure by law or with any Company obligation to proceed to the said disclosure to any person.

18.3 The Company will handle all of Client's personal data according to the relevant Laws and Regulations for the protection of Personal Data.



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18.4 Client has read and accepts the terms of the “PRIVACY POLICY” that the Company has adopted as this policy is mentioned in detail in the Company’s main website public and available to all Clients.

19. NOTICES/COMMUNICATION

19.1 Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company’s mailing address which appears on the first page of the Agreement or to any other address which the Company may from time to time specify to the Client for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

19.2 The Agreement is personal to the Client who does not have the right to assign or transfer any of his rights and/or obligations hereunder.

19.3 The Company may, at any time, assign and/or transfer to any legal or natural person any of its rights and/or obligations as they arise or are provided for in the Agreement.

19.4 Without prejudice to the provisions of this Section 18, all communication or information or notices shall always be provided by the Company to the Client solely via means other than on paper which may include electronic communication means including but not limited to the e-mail address provided by the Client during the registration process or via the Website or via the Trading Platform. The information specified in Appendix A attached to this Agreement shall be provided to the Client via communication means other than paper.

19.5 By clicking “Accept and Continue on the registration page, the Client is consenting for the information specified under points 1, 3, 4, 5, 6 and 9 in Appendix A of this Agreement to be provided to the Client through the Website, as this may be changed from time to time in which case the Client will be notified. It is agreed and understood that the information specified in points 1, 3, 4, 5, 6 and 9 in Appendix A of this Agreement will not be addressed personally to the Client.

19.6. Should the Client wish to receive any of the information specified in the Appendix A of this Agreement on paper, the Client must specifically request this from the Company in writing. The Company shall commence providing the information specified in the Appendix A of this Agreement on paper within seven (7) Working Days from actual receipt of the Client’s request.



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19.7 It is the Client responsibility to inform the Company of any change to Client's email address (or any other relevant personal information), the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement.

19.8. The Company reserve the right, at our discretion, to confirm in any manner the instruction or Orders or communications sent through the Trading Platform and the client accepts the risk of misinterpretation or mistakes in the instructions or Orders sent by the Client or an Authorized Person, regardless of how they have been caused, including technical or mechanical damage.

20. GENERAL PROVISIONS

20.1 The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.

20.2 The Client shall use the Trading Platform in accordance with the license and the restrictions set out in the Trading Platform's End User License Agreement.

20.3 If the Client is more than one person, the Client's obligations under the Agreement shall be joined and several and any reference in the Agreement to the Client shall be construed, where appropriate, as reference to one or more of these persons. 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.

20.4 In case any provision of the Agreement is or becomes, at any time, illegal void or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity 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.

20.5 All transactions on behalf of the Client shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Laws and Regulations") of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus and any other authorities which govern the operation of the Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time. The Company shall be entitled to take or omit



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to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Client.

20.6 The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfill its obligations under the Agreement.

20.7 The Client undertakes to pay all stamp expenses relating to the Agreement and any documentation which may be required for the execution of the transactions under the Agreement.

20.8 The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments conducted by the Company and other information regarding the activity of the Company are accessible and addressed to any natural persons and legal entities at the Company's main Website over the Internet.

20.9 The Client's use of the Website is subject to the Website's Terms of Use which are available in the Website and constitute an integral part of this Agreement.

20.10 The Company maintains effective and transparent procedures for reasonable prompt complaint handling for existing and potential retail Clients. The purpose of this procedure is to ensure fair and consistent dealing with client complaints whilst striving to provide the highest level of customer service.

By accepting these terms and conditions the Client is accepting that he has read, understood and accepted all the information contained in the Company's "CLIENTS' COMPLAINTS PROCEDURE". The "CLIENTS' COMPLAINTS PROCEDURE", is contained on the Company's main website and is public and available to all Clients.

21. APPLICABLE LAW, JURISDICTION

This Agreement and all transactional relations between the Client and the Company are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located.



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MCA Intelifunds Ltd. CIF 126/10.

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22. COMPLIANCE WITH LAWS

The offering of the Services may not be legal in some jurisdictions. The client understands and accepts that the Company is unable to provide him with any legal advice or assurances in respect of the use of the Services and the Company makes no representations whatsoever as to the legality of the Services in client's jurisdiction.

The Services are not available where they are illegal to use, and the Company reserves the right to refuse and/or cancel services to anyone at its own discretion.

For avoidance of doubt, the ability to access Company's Web site does not necessarily mean that the Services, and/or the activities through it, are legal under the laws, regulations or directives relevant to client's country of residency and it is of the Client's duty to make sure that it can use the Company's services under its applicable laws.



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Appendix A

1. The present Agreement.
2. Information concerning the Client Categorization Policy, including information on the Client's right to request a different classification and about any limitations to the level of Client protection that it would entail.
3. Information about the Company and its services, such as:
 - a) The name and address of the Company, and the contact details necessary to enable the Client to communicate effectively with the Company;
 - b) The languages in which the Client may communicate with the Company, and receive documents and other information from the Company;
 - c) The methods of communication to be used between the Company and the Client including, where relevant, those for the sending and reception of orders;
 - d) A statement of the fact that the Company is authorized and the name and contact address of the competent authority that has authorized it;
 - e) Where the Company may be acting through a tied agent, a statement of this fact specifying the European Member State in which that agent is registered;
 - f) The nature, frequency and timing of the reports on the performance of the service to be provided by the Company to the Client;
 - g) where the Company holds Client financial instruments or funds, a summary description of the steps which it takes to ensure their protection, including summary details of any relevant investor compensation or deposit guarantee scheme which applies to the Company by virtue of its activities in the Republic of Cyprus or in other European Member State;
 - h) The general nature or/and sources of any conflicts of interest of the Company;
 - i) Information regarding the conflicts of interest policy maintained by the Company.
4. General description of the nature and risks of the Financial Instruments offered by the Company.



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5. Other information concerning the safeguarding of Client Financial Instruments or funds.
6. Information about costs and associated charges for the services offered to the Client.
7. Notices or information concerning the execution of the Client's Orders.
8. Periodic statements of Financial Instruments or funds which are held by the Company on behalf of the Client.
9. Information in relation to the Company's execution policy.
10. Information in relation to the Company's Complaints' Procedure.



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