AFX CAPITAL MARKETS LTD

TRADING SERVICE

TERM OF BUSINESS

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AFX CAPITAL MARKETS LTD.

TERMS OF BUSINESS (TRADING SERVICES)

Risk Warning: Please note that Trading in foreign exchange (FX or forex) and contracts for differences (CFDs) on margin involves a high degree of risk to your capital and may not be appropriate for all investors. You may make profits or incur losses much greater than the amount of money you deposit with AFX. Please also note that:

(i) **you may sustain a total loss of initial margin funds and any additional funds deposited with AFX to maintain your position, in addition to any liabilities detailed in Section 5 and any other clauses in this Agreement and associated Appendices;**

(ii) **if the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position;**

(iii) **if you fail to comply with a request for additional funds within the time prescribed, AFX in its sole discretion may liquidate any or all of your positions at a loss;**

(iv) **whether you make a profit or a loss will depend on fluctuations in currencies, commodities or other underlyings which are outside AFX's control; and**

(v) **full title to and/or ownership of a portion or all of the money you deposit with AFX will be transferred to AFX to the extent it represents an amount necessary to secure your open positions or to cover your actual or future contingent or prospective obligations such that you will not have a proprietary claim over that portion or any of your money deposited and AFX can deal with it on its own right.**

(vi) **internet trading has associated risks, including but not limited to, the failure of internet connection, hardware and/or software. As AFX does not control the speed at which signals are sent between your computer and its servers, therefore AFX cannot be responsible for communication failures, delays or alterations when you are trading via the internet. Please check that the device you are using meets the requirements of any software used as AFX cannot be held responsible for this.**

(vii) **it is your responsibility to ensure that access to your trading platform including username and password is kept safe and you accept that it is reasonable for AFX to accept an order in the event these are entered correctly.**

(viii) **when trading in individual Share CFDs you will be required to go further short or further long if you held a position prior to an announcement of a Rights Issue without the opportunity to close such obligations until after the rights issue expires and the appropriate position has been allotted to your account (see Appendix A for more information). This may also limit the amount of funds you can withdraw from your account during the rights issue.**

You must read carefully the terms and conditions of this Agreement (along with the relevant Appendices) as well as any other document issued by AFX in connection with this Agreement including, without limitation, the Risk Disclosure, which may either be supplied to you or made available by AFX on its Website. These documents contain important information concerning your and AFX's rights and obligations in relation to the services AFX will provide to you on the basis of this Agreement. We suggest you devote particular attention to Section 1 below which should serve as initial guidance to understand such rights and obligations.

By signing the Application Form, you acknowledge and confirm that the terms and conditions on which you will enter into are clear to you and that you understand and accept the terms of this Agreement and the other documents supplied to you or otherwise made available by AFX on its Website in connection with this Agreement. You should not sign the Application Form if you are not sure as to the effect of this Agreement or the nature of the risks involved. If you fill out, sign and submit the Application Form to us, you are acknowledging that you have read the documents supplied to you or otherwise made available by AFX on its Website in connection with this Agreement and that you understand and agree that our relationship will be governed by the terms and conditions set out in this Agreement.

You need to make sure you fully understand the risks involved and take your own advice if necessary. Trading in contracts for differences may not be suitable for every costumer.

1. General Information

1.1 Agreement: These terms of business (the "**Terms of Business**") are entered into by and between AFX Capital Markets Ltd. ("**AFX**"), an investment firm organised under the laws of Cyprus and regulated by the Cyprus Securities and Exchange Commission (the "**CYSEC**") and you (the "**Client**"). These Terms of Business together with the Application Form and the documents listed below (the "**Appendices**"):

(a) Share CFD Trading - Terms of Business (Appendix A);
(b) Bond CFD Trading – Terms of Business (Appendix B)
(c) the Rates Schedule (Appendix C);
(d) the Appointment Form for the Attorney; and
(e) any additional terms and conditions issued by AFX and expressly stated to be an integral part of these Terms of Business (as available on the Website and whether or not referred to herein)

describe the terms and conditions applicable to the contractual relationship between AFX and the Client (the "**Agreement**").

The Risk Disclosure, the Conflicts of Interest Policy, the Order Execution Policy and any other document supplied or otherwise made available to the Client on the Website which is not expressly stated to be an integral part of these Terms of Business do not contain terms governing the contractual relationship between AFX and the Client. They are intended to give the Client important information in relation to the services provided by AFX on the basis of the Agreement. The Client should carefully read and consider such information before entering into this Agreement.

1.2 Information about AFX and its Investment and Ancillary Services: The registered offices of AFX are at 73, Ayias Zonis & Tirteou, CY-3090 Limassol, Cyprus, and its website is at www.afxcapital.com (the "**Website**"). AFX is authorised by CYSEC (authorisation no. 119/10) to provide the investment and ancillary services set out below covering a wide range of financial instruments:

(a) reception and transmission of orders;
(b) dealing on own account;
(c) portfolio management;
(d) granting of credits or loans to one or more financial instruments (where AFX is involved in the relevant transaction); and
(e) foreign exchange services (where these are connected with the provision of investment services).

AFX provides the above investment and ancillary services in Cyprus and may also provide one or more of such services in the others EU countries on a cross border basis or with the establishment of a local branch in accordance with the EU Directives on markets in financial instruments ("**MiFID**") in force, subject to any amendments from time to time. When providing investment or ancillary services in other EU countries with the establishment of a local branch, AFX is required to comply with the rules of conduct governing such services under local Law and Regulations. The list of EU countries where AFX qualifies to provide one or more of the above investment and ancillary services on a cross border basis or with the establishment of a local branch is available upon request. Information about the services which AFX qualifies to provide in other EU countries may also be obtained from the local regulatory authorities with supervisory responsibilities over investment firms.

The registered office of CYSEC is at 32 Stasikratous Street, 4th Floor, 1065 Nicosia, and the Website is at www.cysec.gov.cy.

1.3 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, 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 institution. The Company will not be liable for any failure or insolvency of any bank or third party; however, applicable investor compensation or deposit protection schemes may protect a proportion of Client Funds with any bank or third party.

1.4 Classification and Appropriateness: Before acting upon the Application Form submitted by the Client, AFX will classify all the Clients as a "Retail Client". If a client wishes to be upgraded to a "Professional Client" or "Eligible Counterparty" they have to submit the relevant questionnaire (which can be provided by AFX, on request). The Client will benefit from the regulatory protections afforded to the relevant category under Cyprus Law and Regulations (or the Law and Regulations of the other EU country where AFX will provide its services, as applicable). In general, "Retail Clients" benefit from more regulatory protections than "Professional Clients", and the protections afforded to "Eligible Counterparties" are limited. The Client may request a re-classification, from "Retail Client" to or "Professional Client" s (subject to some conditions) vice versa, which AFX may or may not accept. If the Client is classified as a "Retail Client", AFX will assess its knowledge and experience in trading in the financial instruments covered by this Agreement based on information provided by the Client, and where appropriate, will inform the Client that the investment services provided by AFX under this Agreement are not appropriate for it.

1.5 Risk Warning: Before entering into this Agreement, the Client should carefully read and consider the Risk Disclosure which is available on the Website. The Risk Disclosure sets forth the particular risks of investing in foreign exchange and contracts for differences. AFX will consider the request to open an account by the Client and its acceptance of this request, as unequivocal evidence that the Client has read and is prepared to accept the risks set out in the Risk Disclosure The Risk Disclosure is helpful but does not describe all of the risks related to trading in contracts for differences. It is the Client's responsibility to make sure it is fully aware of all these risks and to take advice, if necessary, before entering into this Agreement.

1.6 Conflict of Interest Policy: The Client should be aware that, when providing investment services to the Client under this Agreement, AFX will have interests (including interests deriving from duties AFX owes other clients or parties) in conflict with the Client's interests, and some conflicts could not be effectively avoided or mitigated without altering the discretionary nature of the prices quoted by AFX. Indeed, by trading in contracts for differences the Client will make gains or incur losses as a result of a difference in prices (or exchange rates, as applicable) at which trading positions are respectively opened or closed.

AFX does not normally owe best execution duties to the Client as AFX deals with the Client "on quotes", so it does not execute orders "on behalf" of the Client. When the Client wants to enter into a particular contract with AFX, it may decide whether or not to do so based on the price (or exchange rate, as applicable) quoted by AFX for that contract. AFX determines the prices (or exchange rates, as applicable) at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of AFX to the underlying financial instruments.

The Client realises and accepts that this pricing process involves conflicting interests of AFX which are intrinsic in the investment business AFX carries out under this Agreement. AFX will provide trading services to the Client on the basis that the Client is satisfied with the pricing policies and practices of AFX and believes that AFX's pricing provides a fair treatment of the Client's interests.

Where AFX may reasonably take steps to avoid or mitigate conflicts arising in the supply of its services which are likely to significantly affect the Client's interests, AFX will do so in accordance with its Conflict of

Interest Policy which contains provisions, among others, designed to:
(a) describe the main sources of conflicts or potential conflicts with the Client's interests which may arise in the supply of services by AFX under this Agreement;
(b) establish the procedures by which such conflicts will be identified and managed by AFX from time to time;
(c) express the cases where the existence of a conflict must be disclosed to the Client before AFX can execute an order under this Agreement, so that the Client may decide whether or not to confirm the order; and
(d) establish the procedures by which the Conflict of Interest Policy will be revised when needed or periodically updated.

A summary of the Conflicts of Interest Policy is available on the Website. Further details will be provided upon the Client's request.

1.7 Services covered by the Agreement: This Agreement will only apply to the services described in Section 2. Other activities carried out by AFX – within the investment and ancillary services contemplated by Section 1.2 - fall outside the scope of this Agreement.

1.8 Charges and Commissions: All charges and commissions of AFX applicable under this Agreement are set out in the Rates Schedule.

1.9 Amendments to the Agreement: This Agreement (including any Appendices) may be amended by AFX, in whole or in part, from time to time as set forth in Section 16.3. Any amendment will be made by AFX at its discretion either on notice or, in specified circumstances, without prior notice. Please refer to Section 16.3 for further details.

1.10 Languages: The Client may communicate with AFX in English. The Agreement and all documents issued by AFX in connection with the Agreement (whether supplied to the Client or available on the Website: collectively with the Agreement, the "**AFX Documents**") will be in English. When providing services in EU countries other than Cyprus (on a cross border basis or with the establishment of a local branch), AFX may agree to communicate with the Client in the local language and the AFX Documents (or some of them) may be translated in such language as determined by AFX in its discretion. Where documents are translated, these are to be used as a guide only and where there are any conflicts in information and/or wording the English version prevails.

1.11 Additional Information: For additional material information concerning this Agreement and the services provided by AFX hereunder please refer to the following Sections and the Appendices referred to within:

(a) Order Execution Policy: Section 2;
(b) Reporting duties of AFX: Section 9; and
(c) Management of Client's complaints: Section 17.

1.12 Definitions: The words and expressions with uppercase initials used in this Agreement have the meanings indicated in the provisions referred to in Section 18.

2. AFX Services

2.1 Subject to the Client fulfilling its obligations under this Agreement, AFX may provide the following services to the Client (the "**Services**"):

(i) entering into spot contracts for differences with the Client on currencies, indices, precious metals, oil, commodities and financial instruments and products as listed in Underlying List (respectively, "**Contracts**" or "**trading positions**" and the "**Underlying**") acting as principal and not as a Client's agent; and
(ii) receiving and transmitting orders relating to Contracts to other investment firms or authorised intermediaries acting on behalf of the Client.

The Services shall be deemed to include, if AFX so agrees in its sole discretion from time to time, any such ancillary services which AFX is authorised to provide under the CYSEC license as the Client may request. Unless otherwise expressly agreed to in writing by AFX, when fulfilling Client orders AFX shall be treated as providing the Service under (i) above ("dealing on own account").

2.2 Unless otherwise expressly agreed to in writing, AFX shall provide the Service under Section 2.1 (i) by fulfilling Client's orders for its own account but not on behalf of the Client. AFX shall quote (either through the Platform or otherwise) the price (or exchange rate, as applicable) at which it is willing to enter into a particular Contract and the Client may decide whether or not to enter into such Contract at the price (or exchange rate, as applicable) quoted by AFX and on the terms contemplated by this Agreement. As a consequence, AFX shall not owe best execution duties to the Client under applicable MiFID rules save where it expressly agrees in writing to provide a Service on behalf of the Client. When AFX executes an Order on behalf of the Client, it will generally act in accordance with its order execution policy (the "**Order Execution Policy**") as may be amended from time to time. A summary of the current Order Execution Policy has been provided to the Client and is also available on the Website.

AFX shall not provide the Client with any tax or other advice in relation to the Orders placed under this Agreement, the Contracts or otherwise in connection with this Agreement except that AFX will assess the appropriateness of the Services and the merits of the Client entering into this Agreement under applicable MiFID rules and in compliance with Sections 1.4 and 3.2. The Client may wish to seek independent advice before entering into this Agreement and placing any Orders or entering into any Contracts under this agreement.

2.3 The Client shall enter into this Agreement as a principal and not as an agent for any other person unless otherwise agreed to in writing by AFX.

2.4 The Client acknowledges and agrees that AFX will carry out its trading business 24 hours a day, 5 days a week, from Sunday at 10 pm GMT through to Friday at 10 pm GMT or during such other trading hours as are disclosed on the Website, as applicable in relation to each Underlying or market. Subject to Section 2.6 and to the terms of this Agreement generally, AFX will only quote prices and accept Orders or instructions in respect of any Contract during those hours.

2.5 Where, in AFX's reasonable opinion, a public holiday in any jurisdiction affects the relevant underlying market, AFX shall not be obliged to quote prices and will not accept Orders or instructions in respect of any Contract related to that market. AFX shall, from time to time, give reasonable notice of such public holidays and the affected Contracts on its website and/or within the Platform. In some cases, Contracts may only be traded during the time when the relevant exchange, where the Underlying is traded, is open. Where trading relates to any such Contract, AFX shall not be obliged to quote prices and will not accept Orders or instructions during any time when the relevant exchange is closed for business. AFX shall endeavour to inform the Client of the Contracts that are subject to such limited trading hours on its website and/or within the Platform.

2.6 Any change to the trading hours or other information contemplated by Sections 2.5 and 2.6 shall not be treated as an amendment to this Agreement and shall take effect as and when the relevant determination of AFX or event occurs with no need for prior notice to the Client (without prejudice to the obligations of AFX under Section 2.6).

3. Account

3.1. The Client shall open an account with AFX (the "**Account**") before placing any Orders or instructions or entering into any Contract with AFX

under this Agreement. No Orders can be placed and no Contract may be entered into until an Account is opened and cleared funds have been deposited in accordance with this Agreement.

3.2 For opening an Account, the Client must complete and sign the Application Form, as well as sign this Agreement for acceptance (subject to AFX's rights under Section 3.3**.** Following receipt of the Application Form and the additional documents indicated above, AFX may carry out all the searches and enquiries that AFX deems to be appropriate from time to time to assess the Client's credit worthiness, including, without limitation, checks from banks, credit reference agencies and other reputable sources. AFX may use credit-scoring methods to assess the Client's Application Form, to verify the Client identity and to consider any changes to the way in which the Client operates the Account. The information may be also used for debt tracing and the prevention of money laundering or terrorism financing as well as for the management of the Account. The Client authorises AFX to use the information to perform the above checks in relation to the Application Form and this Agreement generally.

The Client shall inform AFX in writing immediately of any material changes to the information provided to AFX by mean of the Application Form, for example in relation to contact details or any adverse matter relating to the Client' s financial status.

3.3 AFX may or may not accept the Application Form. If the Application Form is accepted by AFX, the Client shall be notified of the Account number and invited to make an initial deposit in accordance with the instructions contained in the Application Form and any other operative indications available on the Website (the "**Initial Deposit**"). The Initial Deposit may be made by means of an accepted credit card, wire transfer or a cheque made out to AFX.

3.4 The Client may only start trading with AFX after the Initial Deposit is credited to the client bank account of AFX as set out in Section 3.7, however AFX may at its discretion authorise the Client to trade immediately for up to 2 business days preceding the date of crediting of the Initial Deposit if satisfactory evidence of the wire order is available to it by loaning the part or the full amount of the deposit made.

3.5 The Account shall be opened in the name of the Client (as shown on the clients valid recent ID/Passport). The Client may also open one or more additional Accounts in its own name. If the Client opens two or more Accounts, AFX will treat such Accounts separately subject to the provisions of this Agreement, and any reference to the Account contained herein shall be deemed as a reference to a single Account and not to all Accounts taken together.

At the Client's request, AFX may, in its absolute discretion, agree to treat two or more Accounts opened by the Client as a single Account, giving notice to the Client in writing. In such a case, any reference to the relevant Account contained in this Agreement shall be deemed as a reference to all Accounts so aggregated by AFX.

3.6 The Client may, by means of the Appointment Form for the Attorney, appoint another person to trade on the Account (the "**Attorney**"), giving Orders and/or instructions to AFX on behalf of the Client. The Client will need to complete the Limited Power of Attorney form available in the legal section of the AFX website. Any variation in the person who is authorised by the Client to trade on the Account shall be notified in writing to AFX. Unless and until AFX receives written notice of termination or substitution of the Attorney from the Client, AFX shall be entitled to accept Orders and/or instructions to trade on the Account from the Attorney, and the Client shall recognise such Orders and/or instructions as valid and binding.

For the avoidance of doubt, the appointment of the Attorney shall not prevent the Client from operating the Account directly and AFX may not be required to reject or disregard Orders or instructions of the Client in reliance on agreements reached by the Client and the Attorney, if any, which shall not be binding on AFX.

AFX shall be authorised to act upon the oral, written or electronic instructions transmitted by the Attorney or by a person who appears to be the Client or the Attorney even if that person is neither the Client nor an Attorney. In particular, AFX shall be entitled to carry out any instructions or Orders transmitted using Client's username, password and Account number.

The Client may request AFX to make payments to the Attorney by debiting the Account to the extent cleared funds are available at the time of the request.

3.7 The Initial Deposit and any additional funds deposited by the Client on its own initiative or at the request of AFX under this Agreement (the "**Client Deposits**") shall be credited to a client bank account of AFX (the "**AFX Client Account**") and shall be administered on behalf of the Client subject to Section 3.9.

3.8 Any crediting of Client Deposits to the AFX Client Account shall be made by the Client net of any bank fees, commissions or other charges or costs. The Client agrees to waive any right to receive interest on any positive balance of the Client Deposits standing to the credit of the AFX Client Account, provided that no bank fee, commission, expense or cost shall be charged to the AFX Client Account or otherwise deducted from such balance and that any transfer of funds to the Client made or allowed to be made by AFX pursuant to a permitted withdrawal under this Agreement shall be net of any bank fee, commission, expense, cost or other charge.

3.9 Subject to the following provisions of this Section 3.9, any and all Client Deposits shall be treated as "**Client Money**" in accordance with applicable Cyprus Law and Regulations (namely paragraph 18 (j) of Law 144 (I) 2007), and AFX shall deal with Client Money in compliance with Section 8.3. The Client acknowledges and agrees that a portion of all Client Deposits determined by AFX in accordance with Section 8.2 shall not represent Client Money and the Client shall be deemed as having transferred to AFX full ownership of and title to that portion of the Client Deposits such that the Client will not have any proprietary claim over that portion of the Client Deposits which will not be segregated. AFX may deal with the portion of the Client Deposits which does not represent Client Money on its own account including, without limitation, transferring such money to any bank account other than the AFX Client Account subject however to the Client's rights, waivers and obligations set forth in this Agreement (including the rights and waivers of the Client under Section 3.8 but excluding the rights under Sections 8.1 and 8.3).

3.10 The Account shall be denominated in the currency expressly agreed to in writing by the Client and AFX or, in the absence of such an agreement, in Euros (the "**Base Currency**"). Any payment owed by a party to the other as a result of any gain, earning, loss, cost, liability or otherwise which is made, incurred, accrued or howsoever arising under or in connection with this Agreement and is denominated in a currency other than the Base Currency shall be converted into the Base Currency at the then prevailing exchange rates as established by AFX in its sole discretion.

3.11 All gains, earnings, losses, costs and liabilities made or incurred by the Client under or in relation to any Contract or any Service provided by AFX or otherwise in connection with this Agreement (including commissions charged by AFX hereunder and exchange gains or losses under Section 3.10) shall be credited or debited to the Account, as applicable.

3.12 The Client may, at any time, withdraw funds from the Account by submitting a written request to AFX. The amount requested must be available funds, with available funds subject to the current margin requirements of open positions. AFX may, at its discretion, elect to withhold payment (or deduct an amount from it, as applicable) if:

(i) open Contracts show notional losses;
(ii) the relevant funds may reasonably be required to meet future Margin requirements due to underlying market conditions;
(iii) the Client has any contingent liability to AFX in respect of any other Account;
(iv) AFX is required by applicable law or regulations to deduct or withhold such payment; or
(v) there is an unresolved dispute between AFX and the Client in connection with this Agreement or any related contract.

The relevant payments shall be made by AFX in accordance with Section 3.8. No payment shall be made by AFX to any third party (other than Attorney, as applicable) out of the Account.

3.13 The Client shall give notice of Client Deposits and submit withdrawal requests to AFX using a form available on its website to be sent to AFX by facsimile or email.

4. Margin

4.1 The Client shall at all times ensure that the balance of the Account is equal to or greater than the sum of all Client Deposits required by AFX (each a "**Margin**") in relation to open Contracts and any other exposure of the Client related to a Service provided by AFX. The margin requirement needed in relation to each trading position is available at http://www.afxcapital.com under the trading specifications of each product. AFX may vary the Margins in its absolute discretion at any time and the new Margins shall be disclosed as indicated above and shall apply immediately to any new trading position opened by the Client. If AFX notifies the Client in writing of the new Margin requirements, these shall also apply immediately to all trading positions of the Client which were already open at the time of such notice.

4.2 The Client acknowledges and agrees as follows:

(i) the balance of the Account must at all times satisfy the Margin requirements established in accordance with Section 4.1;
(ii) Section 4.3 shall apply in determining whether the above Margin requirements are satisfied;
(iii) the Client must at all times monitor the Account balance against the Margin requirements;
(iv) AFX may, but shall not be obliged to, inform the Client that the Account balance is insufficient to meet the Margin requirements in relation to existing trading positions and/or for the opening of any new trading position;
(v) failure to meet the Margin requirements constitutes an Event of Default and may have adverse consequences for the Client under this Agreement; and
(vi) the Margin requirements are not intended to represent the Client's entire liability in relation to open trading positions.

4.3 The Client's open trading positions shall be marked to market on an ongoing basis during trading hours. The Client acknowledges and agrees that the Account balance may become insufficient due to:

(i) the market moving against the Client on one or more open trading positions (as a result of which mark-to-market losses will be entered in the Account);
(ii) AFX re-setting Margin requirements (subject to Section 4.1); and
(iii) the Client being allowed to trade by AFX notwithstanding Margin requirements are not met.

If the Account balance becomes insufficient to meet Margin requirements, then AFX:

(a) shall not accept new trading orders (however AFX may permit the Client to trade, in its absolute discretion, without prejudice to any rights and remedies of AFX under this Agreement which will not be deemed to be waived by this decision);
(b) may but shall not be required to claim the deposit of additional Margins by the Client; and
(c) shall have a right to close one or more open trading positions of the Client as necessary to reduce Margin requirements below the Account balance.

4.4 The Client acknowledges and agrees that:

(i) the Platform settings may automatically stop trading activities which would result in a breach of Margin requirements (without prejudice to all rights and remedies of AFX under this Agreement where the automatic stop mechanisms fail to work properly or AFX elects to permit the Client to trade) or in cleared funds in the Account reducing below a set percentage of the Margin requirements; and
(ii) close-out of open trading positions will be made starting from those showing the largest losses (however AFX may change this close-out Order as it sees fit in its absolute discretion from time to time).

5. Trading

5.1 Upon opening the Account, AFX shall provide the Client with an USER ID and an Account number. The Client shall set its username and password (the "**Access Codes**") to access the trading platform of AFX (the "**Platform**"). The Client can change its password at any such time as the Client deems it necessary. The Access Codes may only be used by the Client or the Attorney (if appointed) to the exclusion of any other person. The Client shall not disclose the USER ID, the Account number and the Access Codes (collectively, the "**Account Access Information**") to any person (but the Client may disclose the Access Codes to the Attorney, if appointed) and shall use best efforts to preserve (and ensure that the Attorney, if appointed, preserves) the full confidentiality of the Access Codes. The Client shall inform promptly AFX in writing if the Client knows or suspects that any unauthorised person has acquired (or has attempted to acquire) knowledge of the Account Access Information.

AFX may rely on any access to the Platform with the Access Codes as being made by the Client or the Attorney (if appointed). In order to protect your computer and person data, AFX recommends the use of anti-virus software with regular updates and scans being carried out. AFX is not responsible for access gained to the Platform through the Client's password being 'stolen' through virus or other such software. AFX strongly recommends against the use of password management software (whether browser based or third party software). Any access to the Platform, gained through such software, will be the Clients responsibility, regardless of whether the Client authorises this. Furthermore, AFX strongly recommends locking devices when not in use at all times, and where possible, making use of a password only known by the Client as again, AFX may rely on the use of the Platform as signalling trades carried out by the Client.

5.2 Unless a different agreement is made with AFX, the Client (and the Attorney, as applicable) shall send all orders relating to a Service provided by AFX under this Agreement (the "**Orders**") using the Platform in accordance with any terms or instructions relating to the use of the Platform which may be published on the Website. Where AFX agrees to act upon an Order transmitted by phone or in writing, it shall be regarded as doing so on the basis that:
(i) the price or the exchange rate (the "**Price**") at which the relevant Contract would be entered into is the Price quoted by AFX as displayed on

the Platform or otherwise, and any such Order will be for a Contract to be entered into at such Price; and
(ii) AFX will process the Order by entering the relevant Contract into the Platform trading system using the Access Codes provided by the Client (or the Attorney, as applicable),
in each case, unless a different intention is expressly and clearly stated by AFX in writing.

5.3 Where AFX accepts an Order transmitted by phone, it shall be regarded as doing so on the basis that:

(i) AFX believes in its exclusive judgement to be in a position to identify the Client (or the Attorney, as applicable) in accordance with its internal procedures, but AFX will not be liable for accepting an Order transmitted by an unauthorised person other than in case of gross negligence, wilful default or fraud; and
(ii) the Client is aware and agrees that the phone call will be recorded by AFX and the recording and any transcript of it will be accepted as conclusive evidence of the Order.

5.4 Any Order shall be treated as an offer from the Client to enter into a Contract subject to the provisions of Section 2.2. When the Client wishes to enter into a particular Contract, it may request a quote for such Contract from AFX either by accessing the Platform (where AFX quotes bid and ask Prices for such Contract by displaying them on the Platform during trading hours) or by submitting a verbal or written request to AFX (in any other case).

AFX may or may not accept an Order in its absolute discretion, except that AFX may not refuse to fulfil an Order to close out an open trading position issued by the Client in accordance with this Agreement. AFX may also quote a new Price for a Contract, after receiving an Order, whenever it believes re-quoting is appropriate in consideration of market conditions or for any other reason. If AFX re-quotes the Price for a particular Contract, the original Order shall no longer be considered valid and binding and the Client may or may not send a new Order at the new Price quoted by AFX. The Client may revoke any Order at any time before acceptance by AFX, and AFX may delay the acceptance of an Order as it sees fit without giving notice to the Client and shall not be held liable to the Client for late acceptance of an Order. Any Order accepted by AFX shall be displayed as such on the Platform (if it relates to a Contract which may be traded on the Platform) and shall no longer be revocable by the Client.

5. 5 The Client acknowledges and agrees that:

(i) AFX will quote Prices under this Agreement based on (but, for the avoidance of doubt, with no fixed or binding relationship with) the prevailing prices and rates at which an Underlying is traded on the interbank market or other financial market which AFX regards as a reference market in consideration of trading volumes, bid-ask spreads and/or any other factor judged relevant by AFX;
(ii) the Prices quoted by AFX including bid-ask spreads may be changed by AFX at any time in its absolute discretion; and
(iii) AFX may discretionally set Margins and minimum or maximum size for each tradable Contract and may vary them at any time in its absolute discretion (provided that any variation in minimum or maximum Contract size shall not retroactively apply to open trading positions).

5.6 The Client acknowledges and agrees that software engineering, telecoms and electricity services affecting the use of the Platform are not under the control of AFX and that AFX shall not be responsible for:

(i) any error in the transmission of an Order;
(ii) any misinterpretation or mistake affecting an Order sent through the Platform (including technical and/or mechanical damage);
(iii) any access to Client data by unauthorised persons;
(iv) the Client's inability to access or use the Platform at any time; and
(v) more generally, any loss or damage incurred or suffered by the Client as a result of failures in the services supplied to AFX by software engineering, telecom and electricity service providers;

in each case, unless there is evidence given by the Client that this was caused by the gross negligence, wilful default or fraud of AFX. In such circumstances, AFX will only be liable for damages or losses suffered or incurred by the Client which the Client proves to be the direct consequence of such gross negligence, wilful default or fraud (subject to Sections 10.4 and 10.5).

AFX shall be responsible for the regular updating of the Platform software.

5.7 If the Client wishes to challenge a Contract or to dispute the way in which an Order has been fulfilled by AFX or to object to AFX not accepting to fulfil an Order, it must do so by oral or written notice to AFX within 2 business days as of the date of the Contract or the Order, as applicable. If the Client fails to deliver such a written notice to AFX within the above term, AFX shall be entitled to reject or disregard any verbal or late notice and the Client will be barred from any right to raise a valid judicial claim against AFX for the relevant matter

5.8 The Client and AFX acknowledge and agree that:

(i) any Contract which may be entered into under this Agreement will be a spot contract for differences ("**CFD**") in nature relating to an Underlying listed on the website http://www.afxcapital.com ; and
(ii) under a CFD (a) neither AFX nor the Client may acquire any interest in or right to acquire or be obliged to sell, purchase, hold, deliver or receive an Underlying and (b) the rights and obligations of each party are principally to make and receive payments as provided for by or under this Agreement.

5.9 The parties agree that the following rules shall apply to CFDs:

(i) any trading position opened by the Client shall automatically be rolled over until it closes in accordance with point (iii) below;
(ii) if two or more trading positions concerning the same Underlying are open on same Account, these shall be closed on a First In First Out (FIFO) basis unless Section 4.4 applies;
(iii) the new trading position under (i) above may be entered into (a) by the Client (by issuing a specific Order or by operation of a pending stop or limit Order) or (b) by AFX in the cases contemplated by Section 6.1 or (c) where close-out levels linked to Margin requirements are reached (subject to Sections 4.3 and 4.4); and
(iv) without prejudice to mark-to market entries made in accordance with Section 4.3 (i), any gain or loss resulting from a closed trading position (which gain or loss will be the difference between the AFX-quoted bid or ask Prices, as applicable, at which the Contract was entered into and subsequently closed in accordance with point (iii) above, multiplied by the number of lots included in the Contract size) shall become due and payable by AFX to the Client or vice versa at the time the trading position is closed and shall be credited or debited to the Account, as applicable.

5.10 For so long as a trading position is open, a commission (the "**Commission**") - calculated on a daily basis as set forth in the most updated Rates Schedule published on the Website - shall accrue to the benefit of the Client or AFX, as applicable, but the Commission shall become due and payable as set forth below. The Account shall be debited or credited with the amount of the accrued Commission every calendar day, provided however that the Commission shall only become due and payable by the Client to AFX or vice versa when a trading position is closed.

5.11 Technical terms and instructions regulating the use of the platform and the Orders may be published by AFX on the Website, and such terms and instructions shall be deemed as an integral part of this Agreement subject to Section 16.3.

5.12 The parties acknowledge that errors may occur in the Prices quoted by AFX due to internet or connectivity failures or delays, price feed mistakes or otherwise resulting in quoted Prices materially deviating from market rates. In such circumstances, without prejudice to any rights either AFX or the Client may have under common law, neither the Client nor AFX will be bound by any Contract which purports to have been made (whether or not confirmed by AFX) at a Price which was, or ought reasonably to have been, known to either the Client or AFX to be materially incorrect at the time the Contract was entered into.

Except for the case of fraud, AFX shall not be liable for any loss or damage suffered by the Client as a result of the reliance of the Client on a Price which the Client knew, or ought reasonably to have known, to be materially incorrect. AFX shall not permit any arbitrage practice or strategy designed to take advantage of price latency or other manifest errors and reserves the right to revoke any Contract entered into by the Client relying on such errors.

6. AFX's Right to Close Out Contracts

6.1 AFX may close out all or some of the Client's trading positions in the following cases:

(i) AFX is required to do so by any regulatory or other authority;
(ii) AFX knows or has reasons to suspect that the trading positions concerned have been opened by the Client in breach of any applicable Law and Regulations;
(iii) the Client fails to make Margin or other payments due to AFX under this Agreement or does not perform any other obligation owed to AFX under this Agreement or any transaction contemplated by this Agreement;
(iv) the Account balance falls below the Margin requirements established by AFX in compliance with Sections 4.1 and 4.3;
(v) a Force Majeure Event occurs;
(vi) a Hedging Event occurs with respect to one or more trading positions; or
(vii) AFX exercises closing-out rights subsequent to variation of this Agreement.

6.2 Any decision to close out all or some of the Client's trading positions under Section 6.1 shall be made by AFX in its sole discretion.

7. Payments and Set-off

7.1 The Client shall be required to pay to AFX, without limitation:

(i) the Margins set out in accordance with Sections 4.1 and 4.3 (subject to a minimum Initial Deposit as indicated in the Rates Schedule);
(ii) the amounts due under any Contracts (including trading losses and the Commissions provided for by this Agreement);
(iii) the amount of any taxes paid by AFX on behalf of the Client (if any);
(iv) any indemnity due by the Client under this Agreement;
(v) such additional amounts as AFX may reasonably require from time to time to secure the Client's obligations to AFX; and
(vi) any debit balance on any Account (without duplication).

7.2 All charges and Commissions due by the Client under this Agreement are set out in the Rates Schedule and may vary from time to time as determined by AFX in its full discretion.

7.3 The Client shall be responsible for payment (or reimbursement to AFX, as applicable) of all VAT, stamp duty or other taxes levied or claimed by any taxing authority or otherwise arising in any jurisdiction in relation to any Contract entered into under this Agreement.

7.4 AFX shall have the right to withhold or deduct from any payment made to the Client under this Agreement or credited to the Account any amount required by applicable law to be withheld or deducted from any such payment or credit.

7.5 The Client shall be required to indemnify AFX from and against all costs, claims, actions, proceedings, damages, expenses and liabilities arising as a consequence of the Client failing to make a tax payment as and when due in relation to any Contract entered into under this Agreement or to reimburse AFX for any tax payment made by it on behalf of Client.

7.6 AFX shall have the right to set off any credit balance on the Account or other sum due by AFX to the Client against any debit balance or other sum due by the Client to it. This set off right may be exercised by AFX in its absolute discretion and without notice to the Client.

8. Client Money

8.1 All Client Deposits except the amounts set out in Section 8.2 shall be treated as Client Money. AFX shall deal with Client Money in compliance with applicable Cyprus Law and Regulations (as stated above, Paragraph 18 (j) of Law 144 (I) 2007) and in accordance with Section 8.3.

8.2 AFX shall determine in its sole discretion the portion of the Client Deposits which is required to secure the present or future, actual or contingent liabilities and obligations of the Client to AFX on a daily basis (which determination shall be based on the Client's open trading positions and shall take account of market conditions as well as any other event or circumstance believed to be relevant by AFX in its exclusive judgement). The portion of the Client Deposits not qualifying as Client Money shall include but may be greater than the Margin requirements under this Agreement. AFX shall notify the Client in writing of the portion of the Client Deposits not qualifying as Client Money from time to time (if greater than the Margin requirements under this Agreement) and shall deal with such portion of the Client Deposits in accordance with Section 3.9.

8.3 The Client Deposits qualifying as Client Money shall remain deposited in the AFX Client Account which AFX may hold either at an approved bank in Cyprus or at a bank in any other country of which the Client is a resident (and in such latter case the Client acknowledges that the legal and regulatory requirements applying to the bank at which Client Money is held may be different from those of Cyprus). Section 3.8 shall apply to Client Deposits held in the AFX Client Account.

9. Reporting to the Client

9.1 In respect of each Contract entered into under this Agreement, AFX shall send the Client a note (the "**Contract Note**") and, after closing out of the trading position, a difference account (the "**Difference Account**"). Such reports shall contain the information required by the applicable MiFID rules and shall be delivered to the Client no later than close of business of the next business day following the day on which a Contract is concluded or closed out.

9.2 In respect of each Account, AFX shall send the Client an annual statement of Account (the "**Annual Statement of Account**" and, together with Contract Notes and Difference Accounts, the "**Reports**") containing the information required by the applicable MiFID rules to be delivered no later than 2 weeks after the end of each calendar year.

9.3 Any Report to be delivered to the Client under this Agreement may be sent by AFX in electronic form and, where permitted by the applicable MiFID rules, may also be made available to the Client on the Platform with the reporting duties of AFX being accomplished by a notice delivered by AFX in accordance with Section 16.9 advising the Client that the Report is available on the Platform.

9.4 The Client should verify the contents of each Report without delay. In the absence of manifest error, each Report shall be conclusive evidence of the trading activities and other facts stated therein unless the Client notifies AFX of any mistake, error or inaccuracy within 3 business days of receipt of the Report or the notice under Section 9.3.

10. Indemnity and Liability

10.1 The Client shall indemnify AFX, its affiliates, employees, agents, successors and assigns (each an "**Indemnified Party**") on demand from and against all costs, claims, actions, proceedings, damages, expenses and liabilities of any nature whatsoever (whether present, future, contingent or otherwise and including legal fees) which an Indemnified Party may suffer or incur (collectively, the "**Indemnified Party Losses**") as a direct or indirect consequence of:

(i) any false representation or breach of warranty given by the Client under or in connection with this Agreement (including, without limitation, in the Application Form);
(ii) a breach by the Client of any of its obligations under this Agreement;
(iii) AFX exercising its rights under Section 13 (Events of Default); or
(iv) any other event contemplated by this Agreement as being subject to indemnification by the Client

unless and to the extent such Indemnified Client Losses are suffered or incurred as a result of the gross negligence, wilful default or fraud of AFX.

10.2 Without prejudice to the generality of the foregoing, the Client shall indemnify AFX and any other Indemnified Party from and against all direct and indirect Indemnified Party Losses resulting from (a) the use of programmable trading systems (whether designed/manufactured by the Client or any third party) executed on or using the Platform, or (b) any claims against an Indemnified Party raised by a Client's customer or other person in whose interest or behalf the Client has traded with AFX under this Agreement (whether in breach of this Agreement or otherwise).

10.3 Any liability of AFX to the Client under applicable law for breach of this Agreement or any representation, statement, act or omission including negligence arising under or in relation to this Agreement (including any liability for acts or omissions of employees, agents and sub-contractors of AFX) shall be subject to the imitations set out in Section 10.4 (subject to Section 10.5).

10.4 AFX shall not be liable to the Client for:
(i) costs, claims, actions, proceedings, damages, expenses and liabilities which the Client may suffer or incur (collectively, the "**Client Losses**") unless and to the extent that such Client Losses are suffered or incurred as a result of the gross negligence, wilful default or fraud of AFX;
(ii) any Client Losses being the indirect or consequential effect of any act or omission for which AFX is liable to the Client including, without limitation, loss of profit, loss of business, loss of goodwill or reputation or other claims for consequential compensation;
(iii) any Client Losses suffered or incurred as a direct, indirect or consequential result of any error in any Order, instruction, information given by the Client (or the Attorney, as applicable) or of AFX acting upon any Order or instruction given, or which appears to be given, by the Client (or the Attorney, as applicable);
(iv) any adverse tax consequences of any trade; and
(v) any other fact, circumstance, event or situation for or in respect of which AFX is not liable pursuant to specific exclusions or other terms of this Agreement.

10.5 Nothing in Section 10.4 may exclude or limit (a) the liability of AFX for death or personal injury caused by its negligence or (b) any liability owed by AFX to the Client under Cyprus or other applicable law or regulations governing investment services and other financial activities performed by AFX under this Agreement (the "**Law and Regulations**") which AFX is not entitled to contract out. AFX reserves the right to take any action AFX considers necessary to comply with applicable Law and Regulations. In the event of conflict or inconsistencies between any term of Agreement and any applicable Law and Regulations, the latter shall prevail.

11. Representations, Warranties and Covenants of the Client

11.1The Client represents and warrants that:

(i) all information supplied by the Client to AFX is complete, true, accurate and not misleading in any material respect;
(ii) the Client has entered into this Agreement and will enter into any Contract thereunder as a principal and not as another party's agent or representative;
(iii) the Client is not subject to any legal disability and is not subject to any law or regulation preventing performance of this Agreement or any Contract or transaction entered into thereunder by the Client;
(iv) the Client has obtained all necessary consents, licenses and authorisations and has full power and authority to enter into this Agreement and any Contract or transaction thereunder;
(v) the Client is in compliance with all laws and regulations to which the Client is subject in relation to this Agreement and any Contract or transaction thereunder including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements;
(vi) this Agreement and any Contract or transaction entered into thereunder create valid and binding obligations which are enforceable against the Client in accordance with their terms (subject to applicable principles of equity) in the jurisdiction in which the Client is resident (if other than Cyprus) and do not violate the terms of any law, regulation, order, charge, agreement or instrument by which the Client is bound or to which the Client's assets are subject;
(vii) no Event of Default or any other event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of these) an Event of Default (a "**Potential Event of Default**") has occurred and is continuing with respect to the Client;
(viii) the Client is fully aware of the financial and other risks involved with trading under this Agreement and is willing and financially able to sustain a total loss of funds resulting from the Contracts and transactions entered into thereunder;
(ix) all cash given to AFX by the Client to satisfy Margin requirements or for any other purpose is and will be free from any charge, lien, pledge or encumbrance and is also beneficially held by the Client;
(x) the Client has consistent and uninterrupted access to internet service and the e-mail address provided to AFX on the Application Form;
(xi) the Client will not enter into any Contract or transaction under this Agreement for the purposes of or in connection with any placing, issue, distribution, offer, take-over, merger or other similar corporate finance-type transaction, as applicable;
(xii) the Client will act in accordance with applicable law and regulations regarding market abuse, manipulation or misconduct, insider dealing and similar offences, as applicable; and
(xiii) the Client will not undertake any act nor engage in any activity, other than in the normal course of business, which seeks to or may alter, distort or otherwise manipulate the relevant market or Underlying in relation to a Contract or transaction entered into under this Agreement.

11.2 The representations and warranties under Section 11.1 shall be deemed to be repeated each time the Client provides AFX with Orders or instructions to enter into any Contract or transaction under this Agreement. The Client acknowledges and agrees that the above representations and warranties have been a material inducement to the decision of AFX to enter into this Agreement with the Client.

11.3 The Client covenants to AFX and undertakes that:

(i) the Client will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, all powers, authority, consents, licenses and authorisations referred to in Section 11.1;
(ii) the Client will promptly notify AFX of the occurrence of any Event of Default or Potential Event of Default;
(iii) the Client will use all reasonable endeavours to ensure compliance with Law and Regulations as applicable in relation to this Agreement and any Contract or transaction entered into thereunder;
(iv) the Client will promptly notify AFX of any change to the information provided to AFX upon entering into, or otherwise in connection with, this Agreement; and
(v) upon demand, the Client will promptly provide AFX with any additional information AFX may reasonably require to comply with applicable Law and Regulations or any other legal requirement applicable to AFX including, without limitation, under AML/CTF rules or otherwise in connection with this Agreement.

12. Termination

12.1 This Agreement may be terminated by the Client at any time by giving written notice to AFX.

This Agreement may be terminated by AFX at any time by giving 10 business days notice to the Client except that AFX may terminate this Agreement immediately:

(i) if the Client fails to perform any provision of this Agreement;
(ii) upon the occurrence of any Event of Default; or
(iii) if the Client has no open positions on the Account at the time when the notice of termination is sent.

12.2 The termination of this Agreement shall be without prejudice to any accrued rights and remedies of the parties and the existence and enforceability of any open Contract which will continue in full force and effect until close in accordance with this Agreement unless otherwise determined by AFX.

12.3 No penalty shall be payable by either party on termination of this Agreement. Any amount payable by the Client to AFX shall become immediately due and payable including, without limitation:

(i) all outstanding fees, charges and commissions;
(ii) any dealing expenses incurred by AFX in terminating this Agreement;
(iii) any losses and expenses realised in closing out any Contract or settling outstanding obligations incurred by AFX on behalf of the Client; and
(iv) any indemnification owed by the Client to AFX under this Agreement.

AFX may consolidate all or any of the Accounts into one Account and deduct all amounts due to AFX before transferring any credit balance on the Account(s) (net of Margin requirements on continuing trading positions, if any) to the Client.

12.4 The obligations under Sections 10 (Indemnity and Limitation of Liability), 14 (Confidentiality) and 16.10 (Governing Law and Jurisdiction) will survive the termination of this Agreement.

13. Events of Default

13.1 If at any time:

(i) the Client fails to make any payment when due under this Agreement or to perform any other material obligation under this Agreement or any Contract or transaction entered into thereunder;
(ii) any action is taken or event occurs which AFX reasonably considers might have a material adverse effect upon the Client's ability to perform any of its material obligations under this Agreement;
(iii) any action is taken or event occurs which AFX reasonably considers to be or might be a violation of any applicable Law and Regulations or good standards of market practice;
(iv) the Client dies or becomes of unsound mind or, where the Client is a legal entity, the Client is dissolved or any registration required for its capacity or existence is revoked, terminated or otherwise ends, or proceedings are commenced seeking or proposing the Client's dissolution or the revocation, termination or end of such registration;
(v) the Client becomes unable to pay its debts as they fall due or is bankrupt or insolvent (as defined under any bankruptcy or insolvency law applicable to the Client) or any indebtedness of the Client is not paid on the due date therefor or becomes capable at any time of being declared due and payable before the due date of payment set forth in any agreement or instrument;
(vi) any voluntary or involuntary procedure is commenced by or against the Client seeking or proposing liquidation, reorganisation, an arrangement or composition with creditors, a freezeing action or moratorium or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory , corporate, tax or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official with respect to the Client or any substantial part of the Client's assets, or the Client takes any corporate steps to authorise any of the foregoing;
(vii) any representation or warranty given by the Client proves to have been or becomes untrue, false or misleading in any material respect;
(viii) any regulator of the business of AFX requires AFX to take any of the actions under Section 13.2; or
(ix) AFX reasonably considers that any of the circumstances set out in points (i)-(viii) above are likely to occur,

then, AFX may exercise all or any of its rights under Section 13.2. Each of the circumstances contemplated in this Section 13.1 shall be referred to as an "**Event of Default**".

13.2 Upon the occurrence of an Event of Default AFX may, in its absolute discretion and without notice to the Client:

(i) close, combine or consolidate any or all of the open Contracts of the Client (in whole or in part) at such time or times and at such Price or Prices as are reasonably determined by AFX, retain any sum owed by the Client to AFX and exercise its rights of set-off under Section 7.6 (provided that this will not limit the cases where AFX may exercise its rights of set-off under this Agreement);
(ii) consolidate all or any of the Accounts and close or suspend any or all of such Accounts;
(iii) refuse to accept any further Order from the Client and/or terminate this Agreement (provided that this will not limit the cases where AFX may exercise such rights under this Agreement);
(iv) enter into any transaction, at such rate and at such time as is necessary to enable AFX to meet the obligations incurred under a Contract entered into by the Client hereunder; and/or
(v) treat any or all of the Contracts as having been repudiated by the Client, in which event the obligations of AFX under such Contracts will be cancelled and terminated.

14 Upon the occurrence of an Event of Default AFX may exercise all or any of its rights under Section 13.2 as it sees fit with a view to protecting its interests and without being accountable to the Client for any adverse consequences on the Client of its exercising such rights. AFX shall not lose any of its rights under Section 13.2 if the exercise of such rights is delayed for any reason. The rights of AFX under Section 13.2 shall be in addition to any other right and remedy AFX may have under applicable law. AFX shall endeavour to notify the Client of all actions and steps taken pursuant to its rights under Section 13.2 as soon as reasonably practicable.

14. Force Majeure and Hedging Events

14.1 Any events beyond the control of AFX will be deemed as "**Force Majeure Events**" including, without limitation, the following:

(i) any breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to AFX, the Client, any market or any settlement or clearing system occurs;
(ii) AFX is unable to maintain an orderly market, in respect of one or more of the Underlying, as a result of the occurrence of any act, omission or event (including, but not limited to, any circumstances beyond the control of AFX such as strike, riot, war, terrorism, civil unrest or failure of power to supply, communications or other infrastructure); and
(iii) any underlying market or Underlying is subject to, or affected by, suspension, closure, liquidation, abandonment, imposition of limits or special or unusual terms, or excessive movement, volatility or loss of liquidity.

14.2 If any Force Majeure Event arises, AFX shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement for the duration of the Force Majeure Event or for taking or omitting to take any action set out in this Section 14.2 below. AFX may additionally, at its reasonable discretion and without prejudice to any other rights:

(i) alter normal trading times;
(ii) modify Margin requirements (which may result in the Client being required to provide additional Margins);
(iii) depart or derogate from this Agreement or any Contract entered into thereunder insofar as it is impractical or impossible for AFX to comply with its obligations;
(iv) close any or all open Contracts and/or cancel Orders or instructions as AFX reasonably deems to be appropriate in the circumstances; and
(v) take or omit to take all such other actions as AFX reasonably deems to be appropriate in the circumstances having regard to the position of AFX, the Client or other customers.

AFX shall inform the Client as soon as reasonably practicable if it determines that a Force Majeure Event exists or has existed.

14.3 A "**Hedging Event**" shall be deemed to occur, in respect of any Contract entered into hereunder, if AFX is unable or where it is impractical for AFX, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset AFX deems necessary or appropriate to hedge its price risk relating to the Contract. If AFX determines, in its reasonable opinion, that a Hedging Event exists in relation to any open Contract, AFX may (without prejudice to any other rights and in its sole discretion), close the relevant Contract as it deems to be appropriate in the circumstances. In such a case, AFX shall provide the Client with 1 business day notice of its intention to exercise its rights under this Section 14.3.

15. Data Protection and Confidentiality

15.1 Personal information (possibly including sensitive data) within the meaning of the Processing of Personal Data (protection of individuals) Law 138 (1), as amended in 2003 by Section 37 (1) 2003 provided by Client to AFX by opening the Account, placing Orders and entering into Contracts may be processed by AFX for the purposes of performing its obligations under this Agreement, administering the relationship with the Client and analysing, improving and developing the trade products and services of AFX. The above data may be disclosed to service providers and other suppliers (within the European Economic Area or otherwise including countries which do not offer "adequate protection" within the meaning of the EU Directives on data protection) for any purpose relating to the operation of the Account including, but not limited to, processing of instructions, generation of confirmations, operation of control systems and management of information systems, allowing staff of service providers and other suppliers who share the responsibility for managing the relationship between AFX and the Client to view such data. AFX may also disclose the above data to the Client's introducing broker or agent, if any, as necessary to enable them to administer the relationship with the Client or to take any action in connection therewith.

15.2 Unless the Client requires AFX not to do so, personal information may also be used by AFX (and shared with the parties indicated above, as necessary) for marketing to the Client AFX products and services, as well as those of third parties which AFX believes may be of interest to the Client.

15.3 AFX has security procedures covering the storage and disclosure of the Client's personal information to prevent unauthorised access and to comply with legal obligations. Before transferring personal data to service providers, other suppliers or parties for processing or other purposes, AFX shall ensure that adequate contractual arrangements complying with applicable legal standards are in place to protect the confidentiality of the information.

15.4 The Client may require AFX to provide details of the personal information held about the Client, the purposes for which the information is processed and the persons or class of persons to whom the information is disclosed. AFX may charge a fee to provide these details, the amount of which is available upon request. The Client may also require AFX to correct, delete and/or block personal information from further processing if that information is inaccurate.

15.5 Subject to the foregoing, neither party may disclose to any person any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may become possessed in connection with this Agreement and its performance by the other party, and each party shall use all reasonable endeavours to prevent such disclosure. Notwithstanding the above, each party (the "**Disclosing Party**") may disclose information about the other party, this Agreement, the Account and any trade thereon as the Disclosing Party may be required by any law, rule or regulatory, law enforcement or tax authority or as the Disclosing Party reasonably believes to be necessary to properly perform its obligations under this Agreement or to exercise and enforce its rights thereunder (including, without limitation, as set forth in Section 16.4) without prior notice to the other party.

16. Miscellaneous

16.1 Illegality: If at any time any provision of this Agreement becomes illegal, invalid or unenforceable under applicable law, the legality, validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

16.2 Entire Agreement: This Agreement, together with its Appendices and any Contract Notes, Difference Accounts and other Reports sent by AFX to the Client in respect of each Contract contemplated by this Agreement and the Account(s), forms the entire agreement between AFX and the Client in relation to the CFD activities of AFX.

This Agreement supersedes all prior oral or written representations, arrangements, understandings and/or agreements between the Client and AFX in relation to the CFD activities of AFX (including any agreement between the Client and any third party which has been assigned to AFX, if any). AFX has not made (and the Client may not rely on) any representation, arrangement, understanding or agreement not expressly referred to or set out in this Agreement.

16.3 Variation: AFX may vary this Agreement at any time, including the Rates Schedule, by written notice to the Client. Without prejudice to Section 4.1, any change to the Margin requirements and the summary of the Order Execution Policy may apply with immediate effect. All other changes shall become effective on the date specified in the notice which

may not be less than 10 business days after delivery of the notice to the Client (which has the right, after the notice, to close out open trading positions and/or to terminate this Agreement at any time in accordance with the terms of this Agreement). AFX may also at any time, by written notice to the Client, cease to accept trading positions in respect of a specified Underlying. The date on which AFX ceases to accept Orders for such Underlying shall be specified in the notice and shall at least be 10 business days after delivery of the notice. The Client is required to close out all open positions relating to such Underlying before the effective date specified in the notice and, if the Client fails to do so, AFX may close out all remaining trading positions effective from the close of trading on the effective date indicated in the notice in accordance with the terms of this Agreement.

16.4 Assignment and Delegation: The Client may not assign (or purport to assign) rights or delegate (or purport to delegate) obligations under this Agreement to any person without the consent of AFX, nor charge (or purport to charge) any of the Client's rights under this Agreement (including any rights to deposits held with AFX). AFX may assign rights and delegate obligations under this Agreement and Contracts entered into thereunder to any person on giving the Client not less than 1 months' notice. However, where the Client is in default of its obligations under this Agreement, AFX may assign to other persons with immediate effect all or any of its rights in respect of monies owing to AFX or remedies available to AFX under this Agreement. If AFX makes such an assignment of rights or delegation of obligations, the Client may be required to acknowledge in writing that the assignee or delegate has assumed the relevant rights and obligations of AFX. Notwithstanding anything to the contrary contained in this Agreement, AFX may disclose to any actual or potential assignee or delegate such information relating to the Client and the relationship between the Client and AFX as AFX sees fit.

16.5 Rights and Remedies: The rights and remedies set forth in this Agreement are cumulative and not exclusive of any other rights and remedies provided for by applicable law. AFX is under no obligation to exercise any rights and remedies in a manner or at a time beneficial to the Client.

16.6 Delay, Omission and Waiver: No delay or omission on the part of AFX in exercising any right, power or remedy provided by law or under this Agreement, or any partial or defective exercise thereof, may (a) impair or prevent any further or other exercise of such right, power or remedy, or (b) operate as a waiver of such right, power or remedy. No waiver or relaxation of any right, power or remedy relating to any term of this Agreement or breach thereof may (unless expressly agreed in writing by the waiving party) be construed as a waiver or relaxation of rights, powers or remedies relating to the same term or a future breach thereof or as authorising a continuation of a particular breach.

16.7 Records: The records of AFX, unless proved to be wrong, shall be proper evidence of the Client's dealings with AFX under this Agreement. The Client shall not object to the admission of such records as evidence in legal proceedings because the records are not originals, are not in writing or are documents produced by a computer. The Client shall not rely on AFX to comply with its record keeping obligations although the records of AFX may be made available to the Client on request, in the absolute discretion of AFX.

16.8 Third Party Rights: No provision of this Agreement is intended to be enforceable by any person who is not a party to this Agreement.

16.9 Notices and Communications:

16.9.1. Subject to Section 16.9.2, any notice or other communication given or made under or in connection with the matters contemplated under this Agreement shall, except where oral communication is expressly provided for, be in writing and shall be sent to the address below:

(i) Where AFX is the intended recipient:
Address: 73, Ayias Zonis & Tirteou, CY-3090 Limassol, Cyprus
Telephone: + 357 25262710
Fax: +357 25727442
E-mail address: Dealing-related communications to tradingdesk@afxcapital.com
(Subject to Section 5.2)
All other communications to accounts @afxcapital.com

(ii) Where the Client is the intended recipient: the address, the telephone, the facsimile numbers and the e-mail address the Client provided to AFX for this purposes on the Application Form
.

16.9.2 Any such notice shall be deemed (in absence of evidence to the contrary) to have been received:

(i) if delivered personally or by hand, at the time of delivery;
(ii) if posted, within five (5) business days after posting;
(iii) if verbal, by telephone, when actually given;
(iv) if by leaving a message on a telephone answering machine or voice mail, when the message was left;
(v) if sent by facsimile, upon receiving confirmation of its transmission; and
(vi) if sent by electronic mail, when the message is sent unless a "not sent" message or "not received" message is received from the sender's electronic mail provider.

16.9.3 The Client confirms that it has a regular access to the Internet and consents to AFX providing information, including but not limited to the information concerning the Order Execution Policy and information about the risk of investments, by e-mail or by posting it on the Website as AFX may from time to time notify to the Client.

16.9.4 The Client may change the address, facsimile number and e-mail address indicated above to which AFX will send any notice or communication relating to this Agreement and AFX may change the contact details indicated above, provided that in either cases the change will be effective on the date specified in the relevant notice (subject to Section 16.9.2).

16.9.5 Any written notice (including the notice to terminate this Agreement) or other written communication to be given to the Client by AFX, including the Reports, may be sent to the Client in an electronic form (without prejudice to Section 9.3). The Client should verify the contents of each document sent by AFX as, in absence of any manifest error, the notice shall be conclusive unless the Client notifies AFX in writing within 3 business days of the date of receipt of the relevant notice of any mistake, error or inaccuracy in such document.

16.9.6 The Client irrevocably authorises AFX to communicate with the Client by letter, e-mail, facsimile or telephone to discuss matters in relation to the Account, at any time whatsoever unless specifically requested otherwise in writing by the Client.

16.10 Governing Law and Jurisdiction: This Agreement and any Contracts and transaction contemplated by this Agreement shall be governed by and construed in accordance with Cyprus law. AFX and the Client irrevocably agree that the courts of Cyprus shall have jurisdiction to hear all and any disputes, controversies or claims (of any and every kind of type, whether based on this Agreement, tort, statute, regulation or otherwise) arising out of, relating to, or connected with this Agreement, including as to its construction, validity, interpretation and enforceability or breach (a "**Dispute**") and, for such purposes, irrevocably submit to the jurisdiction of the courts of Cyprus.

The Client agrees to waive any right the Client may have now or in the future to object to the courts of Cyprus being nominated as a forum to hear any Dispute, and the Client irrevocably agrees only to bring proceedings in the courts of Cyprus. The submission to the jurisdiction of the courts of Cyprus shall not limit the right of AFX to take proceedings against the Client in relation to any Disputes in any jurisdiction that AFX considers appropriate nor shall the taking of proceedings in one or more jurisdictions prelude AFX from taking proceedings in any other jurisdictions, whether concurrently or not, if and to the extent permitted by applicable law.

17. Disputes and Complaints

The Client shall inform immediately the AFX Help Desk of any dispute and complaint the Client may have in relation to this Agreement. Such complaint (along with all the relevant details) will be dealt with in accordance with the AFX internal procedures concerning handling of complaints, details of which can be found on the Website http://www.afxcapital.com/legal .

AFX will endeavour to investigate any dispute or complaint as soon as reasonably practicable and will notify the Client of the results of such investigation. If the Client is classified as a Consumer within the definition of The Constitution and Operation of a Single Institution dealing with Financial Nature Dispute Law of 84 (1) 2010 (Law 84 (1) of 2010) and is not satisfied with the handling of a complaint or the results of AFX's investigations in relation to the complaint, the Client may refer the matter to the Financial Ombudsman Service for further investigation within the time limits prescribed by applicable law. The Client must be aware that Legal Persons (as defined in Law 84 (1) of 2010) with an annual turnover exceeding € 250.000 are not allowed to utilise the Financial Ombudsman Service.

18. Definitions

The words and expressions with uppercase initials used in this Agreement shall have the meanings indicated in the following Sections:

"Account":	Definition contained in Section 3.1
"**Account Access Information**":	Definition contained in Section 5.1
"Access Codes":	Definition contained in Section 5.1
"AFX":	Definition contained in Section 1.1
"AFX Client Account":	Definition contained in Section 3.7
"AFX Documents":	Definition contained in Section 1.9
"Agreement":	Definition contained in Section 1.1
"**Annual Statement of Account**":	Definition contained in Section 9.2
"Appendices":	Definition contained in Section 1.1
"Attorney":	Definition contained in Section 3.6
"Base Currency":	Definition contained in Section 3.10
"Best Execution Policy":	Definition contained in Section 2.2
"CFD":	Definition contained in Section 5.8
"Client":	Definition contained in Section 1.1
"Client Deposits":	Definition contained in Section 3.7
"**Client Losses**":	Definition contained in Section 10.4
"Client Money":	Definition contained in Section 3.9
"**Commission**"	Definition contained in Section 5.10
"**Contract Note**":	Definition contained in Section 9.1
"Contracts":	Definition contained in Section 2.1
"CYSEC":	Definition contained in Section 1.1
"**Difference Account**":	Definition contained in Section 9.1
"Disclosing Party":	Definition contained in Section 15.5
"Dispute":	Definition contained in Section 16.10
"Force Majeure Event":	Definition contained in Section 14.1
"Hedging Event":	Definition contained in Section 14.3
"**Indemnified Party**":	Definition contained in Section 10.1
"**Indemnified Party Losses**":	Definition contained in Section 10.1
"Initial Deposit":	Definition contained in Section 3.3
"**Law and Regulations**":	Definition contained in Section 10.5
"Margin":	Definition contained in Section 4.1
"MiFID":	Definition contained in Section 1.2
"**Orders**":	Definition contained in Section 5.2
"**Platform**":	Definition contained in Section 5.1
"**Potential Event of Default**":	Definition contained in Section 11.1
"**Price**":	Definition contained in Section 5.2
"**Reports**":	Definition contained in Section 9.2
"Services":	Definition contained in Section 2.1
"Terms of Business":	Definition contained in Section 1.1
"Trading Positions":	Definition contained in Section 2.1
"Underlying":	Definition contained in Section 2.1
"Website":	Definition contained in Section 1.2

Appendix A: Share CFD Trading – Additional Terms of Business

Below are the latest CFD terms and conditions designed to incorporate the new Share CFD products now offered by AFX Capital. They supplement, but do not replace, the general trading contract term of business. Where any terms and conditions in the two documents contradict

each other, these terms will have preference. By trading Share CFDs with AFX Capital will assume you agree to these amended terms and conditions.

Individual share CFDs

AFX does not normally owe best execution duties to the Client as AFX deals with the Client "on quotes", so it does not execute orders "on behalf" of the Client. When the Client wants to enter into a particular share CFD contract with AFX, it may decide whether or not to do so, based on the price quoted by AFX for that contract. AFX determines the prices at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of AFX to the underlying share instruments.

The Client realises and accepts that this pricing process involves conflicting interests of AFX which are intrinsic in the investment business AFX carries out under this Agreement. AFX will provide trading services to the Client on the basis that the Client is satisfied with the pricing policies and practices of AFX and believes that AFX's pricing provides a fair treatment of the Client's interests.

Clients will be informed in writing of the commission rates, margin requirements and financing rates which apply to their account at the time the account is opened. We reserve the right to alter rates and requirements including the Margin Percentage at any time

Main Features of Individual Share CFDs

Share CFDs can offer a wide and diverse range of potentially attractive trading opportunities allowing clients to make profit (or loss) from the movement in the underlying share whilst only needing to provide margin and using leverage to allow profits (and losses) to be made on contract sizes substantially larger than those the funds the client provides as margin would usually be able to access.

When trading Individual Share CFDs clients should be aware of the following events which may affect the individual share CFD price, can require an increase in exposure or require additional payments.

Stock split/Reverse Split

In case of corporate events such as a stock split (a process where shares of a company are devalued proportionally, cancelling the original shares resulting in each shareholder been giving a number of new shares in proportion to their original holdings) and/or reverse split (also known as a stock merge - a process by which a company cancels it's shares and reissues a smaller number of proportional to that shareholder's original shares that are subsequently cancelled) on the instrument underlying the CFD agreement, AFX Capital will adjust positions accordingly on the event date for those clients that have open positions.

Delisting from the main basket

Where the instrument underlying the CFD agreement is deleted from the reference basket or is subject to delisting, AFX Capital will close all open positions at the closing price on the day of the reference date [date decided by the particular market/Board of that company]. The client is aware that AFX Capital cannot be held responsible for any possible loss deriving from the position closure and that AFX Capital is not required to provide notice of such delisting although we will make every attempt to do so.

Temporary suspension

The client is aware that the CFD Agreement can be temporarily suspended during the stock exchange day. In this case, the client will not be able to perform any operation or to issue new orders until the negotiation is reopened. In case the client manages to perform operations or issue orders even after suspension, AFX Capital reserves the right to withdraw such operations and cancel them returning the client to the position the account would have been in but for the error in allowing the opening of positions. The client is aware that AFX Capital cannot be held responsible for any possible loss caused by suspension or an error allowing positions to be opened during a suspension.

Clients may also be prevented from opening further short positions or have their short positions automatically closed if required by our regulators or the underlying's market/exchange.

Daily Interest

Daily Interest (DI) is debited for long share CFD trades and credited for short share CFD trades, unless Euribor 3M# is less than 2.5%, in which case short positions will also incur a debit. The amount is based on the number of shares held (Ns), the official closing price of the shares (Cp), Euribor 3M# +/- [long position/short position] 2.5%* and divided by a 360 day period.

$$DI = Ns \times Cp \times \frac{\{Euribor\ 3M^{\#} + 2.5\%^{*}\}}{360}$$

for Long Positions (Always debited from clients account)

$$DI = Ns \times Cp \times \frac{\{Euribor\ 3M^{\#} - 2.5\%^{*}\}}{360}$$

for Short Positions (Either be credited/debited from client account)

Dividends

Whilst Individual Share CFDs do not provide the client with the right to vote or attend any shareholder meetings or involve any transfer or right in the individual share, AFX Capital does apply an adjustment to your account relating to the company's dividend payment. Clients that hold a long position (purchase) on the ex-dividend date (including the ex-date of any special dividend) in the underlying stock market of the CFD Agreement, will receive on their trading account a payment equivalent to 85%* of the amount of the dividend [the remainder is our broker fee charge] unless an Italian client has signed up to sostituto d'imposta, who will receive 80%*.

Clients that hold a short position (sell) will have the equivalent dividend (100%*) debited from their trading account. The dividends are calculated based on the number of share CFDs held and are paid gross of any tax you are required to pay in your country of residence. [Unless you sign up to sostituto d'imposta as an Italian client in which case payments are net of tax].

Bonus Share Issue, Scrip or Rights Issue

For share CFDs, a cash adjustment may be made to the client's account to reflect the effect of a bonus share issue, scrip or other similar corporate actions affecting the underlying share or the position may be altered

accordingly. This may result in Clients receiving funds or having funds debited on their accounts depending on the nature of the adjustment or the clients exposure to the underlying being altered.

Where a Rights issue is announced, a client has the opportunity to close the position before the ex-date (the point at which the Rights and Shares trade separately on the underlying market). It is important to note that during this period the market can experience volatility and therefore clients may be required to make additional margin payments at short notice. Where prices fall rapidly clients holding long positions may require additional funds to cover their position with little notice being provided.

Any client whether long or short who hold a position at close of trade the day prior to the ex-date, will have the right/obligation applied to the account (this may not be able to be seen in the trading platform] which will then materialise into positions automatically on the pay date [unless informed otherwise by AFX Capital on a particular individual Rights Issue]. For example: A Client holds 10,000 CFDs (goes long) at price X in Company ABC. Company ABC announces a Rights issue (a capital increase) at a ratio of 1:1 at price Y. If the clients' position remains open at close of trade the day prior to the ex-date, we will add the rights/obligations to the account. The Client will have 10,000 CFDs at the initial price X and 10,000 at price Y though these will at this stage be locked so the client will not be able to close them, however a margin payment to cover the position will be needed. On the Pay Date we will close the positions and reopen an adjusted position the following day which will be 20,000 CFDs (goes long) at the adjusted price of X + Y / 2 (as 1:1 ratio – the calculation will vary depending on the ratio applicable).

Any stop loss or take profits order may not be carried over to the new position and will need to be manually re-entered by the client, however, it may still apply to the original position between the ex-date and the Pay Date. Pending market orders may not be carried over following a share going ex-rights.
This procedure will also apply for clients holding a short position. This is an additional risk on this product and clients should ensure they understand the risks this creates prior to trading individual share CFDs. Clients will not be able to trade the Rights during the Rights Issue, close the Rights early or choose not to take up the rights unless AFX Capital chooses at its absolute discretion whether to allow such actions on an individual Rights Issue basis. The new trades will however, be added without a spread or commission.

Shares traded after a Rights Issue announcement but before the ex-rights date will include the rights issue, however, clients will not be able to open new short positions and those with open long positions will therefore not be able to hedge the position. Shares traded after the ex-Rights date but before the Pay Date do not include the accompanying rights issue.

Worked Example: Shares trade at 323.5/323.6 of A Company, Client A goes long 5000 CFDs and Client B short 5,000 CFDs. An announcement of a 1:1 Rights Issue is made with the price set at 175.0 – both Clients do not close their positions before the close of trading the trading day prior to the shares going ex-Rights and then kept the positions open to the Pay Date.

Client A will now have 'bought' 5,000 CFDs at 323.6 and 5,000 CFDs at 175.0 resulting in a net position of 10,000 CFDs at 249.3 [(323.6+175.0)/2]

Client B will now have 'sold' 5,000 CFDs at 323.5 and 5,000 CFDs at 175.0 resulting in a net position of 10,000 CFDs at 249.25 3 [(323.5+175.0)/2]

If Client A and Client B had closed the initial positions between the ex-date and the pay date they would both simply have a position opened of 5,000 CFDs at 175.0 long and 5,000 CFDs at 175.0 short.

For Share CFDs in a company which is under offer in a takeover situation, once the offer goes wholly unconditional, AFX Capital will treat the share CFD positions as if they have been assented (agreed to the takeover) unless otherwise instructed by AFX. Different prices may be quoted for assented and non-assented stock

Where you open a short share CFD position, you may incur a "borrowing charge" which will be subtracted from the relevant applicable annual interest rate. You will only incur a borrowing charge if we too incur such a charge when we open a hedging trade in respect of the same share in the underlying market; and we will pass the charge onto you with no mark up.

Dealing hours will be published on our website and may be updated from time to time. Please ensure you check these hours regularly. AFX Capital reserves the absolute right to amend the terms of this Appendix at its absolute discretion.

* AFX reserves the absolute right to amend this figure on providing reasonable notice which will either be published on our website, sent as an email to your registered email account, or as a message through you trading platform.
# AFX reserves the absolute right to amend the reference rate either on providing reasonable notice which will either be published on our website, sent as an email to your registered email account, or as a message through you trading platform or where such rate/timeframe no longer exists to amend to another reasonable timeframe/rate confirming such move as soon as practical by at least one the method(s) above.

Appendix B: Bond CFD Trading – Additional Terms of Business

Below are the latest CFD terms and conditions designed to incorporate the new Bond CFD products now offered by AFX Capital. They supplement, but do not replace, the general trading contract term of business. Where any terms and conditions in the two documents contradict each other, these terms will have preference. By trading Bond CFDs with AFX Capital will assume you agree to these amended terms and conditions.

What are Bonds?

Bonds are issued as debt in order to raise money, which investors buy in return for a promise that they will be paid back on a future date and will receive interest income at certain points during the duration known as the coupon. Whilst the Bond remains active – i.e. the government has not paid back the money owed, the bond future has value and therefore is bought and sold in the second hand bond market.

What are Bond CFDs?

Bond CFDs are based on the underlying Bond future contract; therefore for example the June Italian BTP 10 Year will be based on the June Italian BTP 10 Year future contract.

Pricing

AFX does not normally owe best execution duties to the Client as AFX deals with the Client "on quotes", so it does not execute orders "on behalf" of the Client. When the Client wants to enter into a particular bond CFD contract with AFX, it may decide whether or not to do so, based on the price quoted by AFX for that contract. AFX determines the prices at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of AFX to the underlying instruments or futures contracts.

The Client realises and accepts that this pricing process involves conflicting interests of AFX which are intrinsic in the investment business AFX carries out under this Agreement. AFX will provide trading services to the Client on the basis that the Client is satisfied with the pricing policies and practices of AFX and believes that AFX's pricing provides a fair treatment of the Client's interests.

Clients will be informed in writing or on our website of the commission rates, margin requirements and financing rates which apply to their account at the time the account is opened. We reserve the right to alter rates and requirements including the Margin Percentage at any time. Please note Bond CFDs do not pay a coupon.

Main Features of Bond CFDs

Bond CFDs can offer a wide and diverse range of potentially attractive trading opportunities allowing clients to make profit (or loss) from the movement in the underlying government bond futures contracts whilst only needing to provide margin and using leverage to allow profits (and losses) to be made on contract sizes substantially larger than those the funds the client provides as margin would usually be able to access. Our bond CFDs give you exposure to changes in the value of bond futures prices but they are cash settled and cannot result in the right to receive funds from the issuer of the bond or the receipt of or requirement to sell any bond. The trading opportunity arises as the market price of the underlying bond future will vary over its life.

The contract is over-the-counter (i.e. off exchange) so there is no exchange trading fees and is quoted on a forward basis, with set expiry dates at which the position will be automatically closed. The Bond CFD is also commission and swap free – the only fees a client will pay are within the spread.

Expiration

Positions not already closed by the last day of trading will be subject to the automatic closure procedure. Each contract has quarterly expiry dates in March, June, September and December. If you wish to continue your position you will need to open a new trade following expiration. Pending orders do not rollover on expiry and will need to be resubmitted manually by the Client. We normally attempt to contact you shortly before a position is due to expire, however, we cannot undertake to do this in every case and it remains your responsibility to give instructions prior to the end of the last day of trading for that Bond CFD, if you so wish, to re-open a new position following expiry.

When you trade in a currency other than the nominated account currency, your profit or loss will be initially in the trading currency then converted to your account currency at the then prevailing exchange rates as established by AFX in its sole discretion.

Margins

AFX operates variable margining depending on the clients deposit. This means the amount of margin required varies depending on the deposit of the Client and once balance passes a limit the available leverage on all CFDs changes. Please see our website www.afxcapital.com for the current detailed margin rates/exposure limits. The available leverage currently ranges from 1:20 to 1:100 but can be subject to change therefore it is recommended the Client reviews our website regularly. Margin requirements represent a percentage of the overall position value, and can also vary depending on which account type you hold.

Appendix C: Rates Schedule

	Margin Request		
Instruments	**AFX Classic**	**AFX Premium**	**AFX cTrader**
FOREX	0.2%	0.5%	0.2%
METALS	0.4%	1.0%	-
OIL	1.0%	2.5%	-
INDICES	0.4%	1.0%	-
COMMODITIES	1.0%	2.5%	-
SHARES	4.0%	10%	-
BONDS	1.0%	2.5%	-

The margin required depending on the deposit made by the customer and increases the capital subscribed as indicated in the table below; the margin requirements for CFD products, Metals, Oil, Indices and Commodities is proportional to the margin requirements and apply for the instruments on the Forex market, thereby also for the CFD products, increasing equity will increase the margin requested; the AFX Capital as a result of additional deposit made by the customer will change the margin requirement based on the customer's equity as seen in the table below; the AFX Capital reserves the right to change at any time the margin requirement if the capital of the customer exceeds the limits specified in the table below as a result of profits arising from trading operations.

	Margin Request Variation	
Deposit	**AFX Classic**	**AFX Premium**
0 -4,999	0.2%	-
5,000 – 49,999	0.4%	0.5%
50,000 e oltre	1.0%	1.0%

Type of account	First Deposit	Automatic Stop Loss
AFX Classic	$/€ 0	75%
AFX cTrader	$/€ 2,000	75%
AFX Premium	$/€ 25,000	75%

If the negative trend of prices is such as to be at the level of the margin of the trading account as collateral for a percentage equal to that indicated in the table, the Company will close the global positions of the customer without prior notice in order to restore the level of margin required. Example: The customer opens an account by depositing 10.000 Euros, then opens a market order of 20 lots EUR / USD (the counter value of the transaction is 2,000,000,in a certain currency, Euros in our case) at a price of 1.3000, Considering a lever 200, the margin required as guarantee for the opening operation is equal to the two-hundredth part of the transaction, in that case 0.5% (2,000,000 x 0.5% = € 10,000), which in this case coincides with the initial deposit of the customer. The compulsory stop is triggered when the value of the exchange rate should drop from 0,25% at 1.2968, i.e. when the value of the margin on the account, at the net loss on the market, is equal to 75% of the initial margin requirement for the opening of the position itself: specifically when the value of the equity will drop to 7.500 Euros, the system will automatically close the position.

Instruments	Swap/Commission	Financing Charge (+/- Euribors 3M)
FOREX	Web Site*	n/a
METALS	Web Site*	n/a
OIL	n/a	n/a
INDICES	n/a	2.0%
COMMODITIES	n/a	n/a
ITALIAN SHARES	0.04%**	2.5%
GERMAN SHARE	0.08%**	2.5%
US SHARES	2 cent***	2.5%
BONDS	n/a	n/a

*Please see the Commission on our website www.afxcapital.com
** Commission per side on the transaction value.
*** Commission per side per CFD

Type of account	Commission
AFX cTrader	25 Base Currency per 1 million traded per side converted to EUR or USD depending on the currency of the account