

Terms and Conditions

22 August 2021

Expand Group Capital Ltd. ("Expand Group Capital""us" "we""our") is authorized, regulated and supervised by the United Kingdom Securities and Exchange Commission ("FCA") under the Law which Provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)2017("Law 87(I)2017" or "Law")and entered in to FCA's Register of UK Investment Firms ("UKIF") with UKIF license number 244/14, company registration number HE 322745, and with registered office located at Wenlock Road 20-22 N1 7GU London Unitied Kingdom.

It is important that you carefully read and understand our Terms and Conditions, which include the entire contents of this document as listed in the "Contents" section below, and which are collectively referred to as the "Terms and Conditions".

Our Terms and Conditions govern our business relationship and the use of our Services are subject to these Terms and Conditions, which set out, among others, those matters which we, as a licensed investment firm, are required to disclose to our Clients. We amend our Terms and Conditions from time to time according to paragraph 37 of the Client Agreement. Your use of our Services is governed by the version of the Terms and Conditions in effect at the time you use any Service. You are solely responsible for reviewing this document in order to ensure that you are aware of the Terms and Conditions in effect at the time you use our Services.

By registering with Expand Group Capital, applying for any account and/or Services with Expand Group Capital and/or using any of Expand Group Capital's Services, youaccept and agree to be bound by these Terms and Conditions. By accessing and/or visiting our Website, you agree to be bound by Expand Group Capital's Access and Use of the Websites, Platforms and Systems Policy, and Privacy Policy and these Terms and Conditions. When you download anything from Expand Group Capital, including our Demo Account software, and/or use any of our Intellectual property and/or information and/or

materials on our Website, you accept and agree to be bound by these Terms and Conditions.



By taking any of the actions mentioned in the previous paragraph, you consent to Expand Group Capital's language policy, located within these Terms and Conditions, paragraph 34 of the Client Agreement. Please ensure that you read and understand all letters, emails and/or notices that we provide to you before or after you open an Account with us as well as during our business relationship, as these contain important information about your account and our Services.

1. Introduction

- 1.1 This Client Agreement (which may also be referred to as "Agreement") is entered into by and between Expand Group Capital and the Client and is an integral part of Expand Group Capital Terms and Conditions. (Expand Group Capital and the Client may be hereinafter be referred to collectively as the "Parties").
- 1.2 This Agreement is a distance contract. It is amongst others, governed by the Distance Marketing of Consumer Financial Services Law L.242(I)/2004 as amended, implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case where the Client wishes to receive a signed Agreement, then the Client should print and send two (2) copies to Expand Group Capital, and the Expand Group Capital will sign and stamp the Agreements and send a copy back to the Client.
- 1.3 The Agreement overrides any other agreements, arrangements, express or implied statements made by Expand Group Capital, unless the other agreement is for specific Services, in which case said agreement shall be interpreted as supplementary to the Terms and Conditions, and in case of variance, the Terms and Conditions shall prevail unless otherwise expressly agreed in signed writing.
- 1.4 Expand Group Capital may have business Introducers, as defined in paragraph 7. Such Introducers are not a party to this Agreement, therefore any agreements, arrangements, express or implied statements that the Introducer may have made with or to the Client regarding Expand Group Capital and/or its Services do not bind Expand Group Capital.
- 1.5The Agreement shall be binding to both Parties upon accepting electronically or by accepting writing, Expand Group Capital'sTerm and Conditions and shall inure to the benefit/obligations of both Parties and their permitted successors and assignees.
- 1.6 The Agreement shall take effect and commence upon acceptance by the Client during the Account Opening Procedure or otherwise. Before depositing any funds and/or placing an Order,



the client can withdraw from the present agreement at any time and without any additional cost. Should the Client wish not to utilize the Company's Services after depositing any funds but before placing an Order, the Client shall request the Company to terminate the present agreement and place a withdrawal request of any available funds in the Client Trading Account. In such case, all payments and transfers charges will be borne by the Client as per the Terms and Conditions of this present Agreement, and the Company shall debit the relevant Client Trading Account for these charges. It shall be noted that in the cases described above, the Company might retain certain details and information provided by the Clients during the Account Registration Form or otherwise, as required and/or permitted by the Applicable Regulations and as provided hereunder. The exceptions offered under Section 11 of the The Law on Distance Trading of Financial Services to Consumers of 2004 (Law 242 (I) / 2004) ("the Law") as this has been amended, entitles the Company to note that the withdrawal right is not applicable to the services offered to its clients. For the avoidance of doubt, the Company has no obligation to apply the right of withdrawal of Section 10 (1) of the Law without penalty and without giving any reason by virtue of the exception offered under Section 11 of the Law and therefore the Client will not be able to withdraw from the client agreement once the Trading Account was funded and/or the first Order has been placed.

2. Interpretation of Terms

- 2.1 Paragraph headings are for ease of reference only.
- 2.2 Any reference to any act or regulation or Law shall be that act, or regulation or Law as may be amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance notes, directives, statutory instruments, regulations or order made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.
- 2.3 Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 2.4 In this Agreement definitions/terms and/or words in the singular shall be interpreted to include the plural and vice versa, where the context so permits, and the words below shall be defined in accordance with the meaning attributed to each as follows below.



- "Access Data" means the Login and Password of the Client, which are required in order to enable the Client to have access to and use of Expand Group Capital's systems and Platforms, and the telephone password and Client Account number, which may be required for the Client to place Orders via phone and/or any other codes or passwords issued by the Expand Group Capital to the Client for the purpose of operation of the Client's account with Expand Group Capital.
- "Access Device" means the Client's computer system, mobile phone, tablet, or any device which the Client may use to access the Platforms.
- "Account" means a unique and personalized account opened under the Client's name with Expand Group Capital consisting of all the operations regarding the Services provided to the Client by Expand Group Capital.
- "Account Base Currency" mean the currency that the Client Account is denominated in which may be Euro or US Dollars or any other currency, including Cryptocurrency, as may be offered by Expand Group Capital from time to time.
- "Account Opening Questionnaire" means the application form as may be applicable for specific Service for which the Client has applied to receive.
- "Agreement" means the Client Agreement section of the Terms and Conditions and/or the entire Terms and Conditions.

"Applicable Regulations" means:

- a) FCA Rules;
- b) The legislation and/or rules of a relevant regulatory authority;
- c) The rules of the relevant Market;
- d) All applicable, legislation, laws, directives, regulations and/or rules whether national, European, or otherwise, which may come into force and/or be amended from time to time.
- "Ask" means the higher Price in a Quote at which the Client may Buy.
- "Authorized Representative" means any person that is duly authorized on behalf of the Client to perform under this Agreement and as described in paragraph 8 of this Agreement.



- "Asset" means a resource with economic value which is derived from a contractual claim of what it represents such as commodities, bonds, and shares.
- "Associate" means any member of a group of companies to which Expand Group Capital belongs, including any shareholder and/or subsidiary of Expand Group Capital, or any company otherwise related to Expand Group Capital.
- **"Balance"** means the total amount in a Client Account after the last closed Position and deposit or withdrawal operation at any point.
- "Balance Currency" means the currency in which an Account is denominated. All charges including spreads, commissions and swaps will be converted into the Balance Currency. "Base currency"means the first currency in a Currency Pair.
- "Bid" means the lower Price in a Quote at which the Client may Sell.
- "Business Day" means any day, other than a Saturday, Sunday, public and/or bank holiday in UK. Expand Group Capital shall take all reasonable steps to announce these on its Website.
- **"Buy"** means an Order to purchase Financial Instrument and/or Cryptocurrency in a certain Price.
- "Client/ you / your" means a natural and/or legal person and/or other entity, who has applied to open an Account with Expand Group Capital.
- "CFD / Contract for Difference" means an arrangement made in Financial Instruments derivatives trading whereby the differences in the settlement between the open and closing Orders are cash settled. In CFD There is no delivery of physical Assets.
- "Contract Specifications" means the principal trading terms in Financial Instruments and/or Cryptocurrencies (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, the minimum level of placing Stop Loss, Take Profit and Limited Orders, financing charges, charges etc.) as determined by Expand Group Capital from time to time.
- "Currency Pair" means two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.
- **"FCA"** means the UK Securities and Exchange Commission.



"FCA Rules" means the directives, regulations, guidance, opinions or recommendations issued by FCA.

"Controller" means Expand Group Capital, when it determines, alone or jointly with others, the purposes and means of the Processing of Personal Data.

"Corporate Actions" means an event which may result in a change to the Deliverable Securities that you hold, such as a rights entitlement issue, including but not limited to stock splits, reorganizations and/or mergers, take-over offers, dividends (may relate to CFDs as well), name and/or symbol changes, option symbol changes and option deliverables and available insurance coverage, including the limitation of insurance coverage.

"Cryptocurrency" means a digital representation of value that may not be issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically; also known as "crypto currency" and "Virtual Currency".

"Cryptocurrency Exchanger" means either Expand Group Capital's Cryptocurrency exchange platform or a third-party Cryptocurrency exchange platform which Expand Group Capital uses for the purposes of exchange between Fiat Currencies, between Cryptocurrencies, or between Fiat Currencies and Cryptocurrencies.

"Demo Account" means an Account where the Client may experience Expand Group Capital's virtual trading environment with a wide array of Financial Instruments and Cryptocurrencies, funded with virtual money and therefore without gain or risk of loss of the Client's realmoney.

"Deliverable / TransferableSecurity" means classes of securities negotiable on the capital markets but excluding instruments of payment. Expand Group Capital considers that instruments are negotiable on the capital markets when they are capable of being traded on the capital markets, including classes of securities which are negotiable on the capital, except for instruments of payment, such as:

- Shares in companies and other securities equivalent to sharers in companies, partnerships or other entities and depositary receipts in respect of shares;
- b) Bonds or other forms of securitized debt, including receipts in respect of such securities;



> c) Any other securities giving the right to acquire or sell any such transferable securities or giving rise to a cash settlement determined by reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measures.

"Derived Data" means information which has been created and/or modified by Expand Group Capital (e.g., as a result of combining, processing, changing, converting and/or manipulating such Information and/or part of such information) to such a degree that it cannot be recognized as being derived from, reverse engineered, disassembled or decompiled or otherwise traced back to such information, other than by Expand Group Capital, without an extraordinary amount of time and effort.

"ECN / STP" means electronic communication network trading type which Expand Group Capital will act as an agent to the Client Orders and not as principal.

"Equity" means the Balance plus any floating profit or loss that derives from an Open Positions.

"Essential Details" means the required details in order for Expand Group Capital to be able to place an Order on behalf of the Client, for example, but not limited to, Client personal details, the Asset, the type of Order, volume, direction, Stop Loss/Take Profit etc.

"Expert Advisor" means a mechanical online trading system designed to automate trading activities on an electronic trading Platform. It can be programmed to alert the Client of trading opportunities and which canalso trade on behalf of the Client through the Client's Account automatically, managing all aspects of trading Positions including but not limited to opening Orders in the Account and/or automatically adjusting Stop Loss, trailing stops and take profit levels.

"Fiat Currency" means a currency that an internationally recognized government has declared to be legal tender (i.e. Euro, British Pound, United States Dollar, etc.).

"Financial Instruments" means the financial instruments that Expand Group Capital may offer according to its licenses and authorization, and which may be found in the Expand Group Capital Information section of these Terms and Conditions and/or on the Website an may be amendment from time to time.

"Floating Profit / Loss" means the profit/loss on an Open Position.

"Force Majeure Event" means as set out in paragraph 39 of the Client Agreement.

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"Free Margin" means the amount of funds available in the Client's Account, which may be used to open and/or maintainthe Client's Positions. Free margin shall be calculated as: Balance minus Margin minus profit/loss; in other words: (Free margin = Balance–Margin–open profit/loss).

"Hedged Margin" means the necessary and/or minimum margin required by Expand Group Capital to open and maintain opposite Positions on the same Financial Instrument.

"Initial Margin" means the necessary and/or minimum margin required by Expand Group Capital to open an Order.

"Last Price" means the last Price available on a Financial Instrument and/or Cryptocurrency.

"Leverage" (for CFD trading only) means the ratio in respect of an Order Size and Initial Margin. For example, in the case of 1:50 leverage, in order to open an Order, the Initial Margin is fifty times less than the Orders Size. At Expand Group Capital, each instrument has its own minimum and maximum leverage, set in accordance with regulatory guidelines, as may be published on Expand Group Capital's Websiteand as amended from time to time. Once you exceed the threshold of the invested plan you selected, failure to upgrade will get you restricted from making withdrawals and trades will also be suspended. Under no circumstance the company or it's partners and/or subsidiaries will bear any responsibility for any claims or complaints if such a case arises.

"Long Position" means a Buy Position that appreciates in value if the Market Price increases. For example, in respect to Currency Pairs: Buying the Base Currency against the Quote Currency.

"Lot" means one measurement unit as specified for each Financial Instrument. Expand Group Capital may offer standard lots, micro-lots and/or mini-lots, at its discretion, as defined from time to time in the contract specifications found on the Platform and/or the Website.

"Lot Size" means the number of Underlying Assets/Assets in one Lot in a Financial Instrument.

"Market" means the relevant stock exchange and/or Execution Venue where the Financial Instruments and/or Cryptocurrencies are traded.

"Margin" means the necessary guarantee funds required to open and/or maintain Open Positions in Financial Instruments.

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- "Margin Call" means the situation when Expand Group Capital informs the Client that additional Margin is required for the Client to be able to open and/or maintain Open Positions. If the Client fails to act accordingly, Expand Group Capital has the right to close the Client's Open positions.
- "Margin Level" means the percentage of Equity to Necessary Margin ratio. Margin Level is calculated as: Equity divided by Necessary Margin multiplied by 100%; in other words: (Margin Level = (Equity/ Necessary Margin) x100%.
- **"Market Data"** means Price and trade-related data for a Financial Instrument reported by Execution/data Venue such as a stock exchange. Market Data allows Clients to view Prices, data and historical trends for Financial Instruments such as Shares, fixed-income products, derivatives, and currencies.
- "Market Order" means Orders which are executed at Expand Group Capital's available Price.
- "Margin Trading" means for Financial Instruments trading, leveraged trading when the Client may place Orders having less funds in the Client Account in comparison with the Order Size.
- "Matched Positions" means for Financial Instruments trading, Long and Short Positions of the same Order Size opened in the Client Account for the same Financial Instrument.
- "MTF" means Multilateral Trading Facility.
- "Necessary Margin" means for Financial Instruments trading, the necessary Margin required subject to the trading conditions in order to enable Expand Group Capital to open/maintainthe respective Client's Positions.
- "Open Position" means any open Order (call and/ or put, Buy and/or Sell) which has not been closed with an opposing Order. An open position can exist following a buy, a long position, or a sell, a short position.
- "Order" means an instruction from the Client to trade in a Financial Instruments and/or Cryptocurrency with Expand Group Capital.
- "Order Size" means Lot Size multiplied by number of Lots.



"Parties" means Expand Group Capital and the Client.

"Personal Data/Personal Information" means any information relating to an identified or identifiable natural person, any information about an individual from which that person can be identified but does not include anonymous data (that information which cannot be linked to a specific persons).

"Pip" means the smallest Price unit.

"Pip Hunting" means the situation when the Client opens and closes Orders in a very short time in order to achieve profit.

"Predatory Trading" means the situation when the Client attempts to take advantage and/or manipulate Expand Group Capital's Pricing/Platform by opening and closing Orders in a short interval of times and/or opening and/or closing Orders in a time when there is weakness and/or default in Expand Group Capital Platforms, as determined at the sole discretion of Expand Group Capital.

"Platform" means the electronic mechanism operated and maintained by Expand Group Capital, such as Meta Trader 4 ("MT4") and/orMeta Trader 5("MT5"), or any other subsequent version and/or any other mechanism operated and/or maintained by Expand Group Capital, consisting of trading platforms, computer devices, Websites, Apps, software, databases,telecommunication hardware, programs and technical facilities which facilitate trading/exchange/investments activities of the Client in Financial Instrument and/or Cryptocurrencies with Expand Group Capital.

"Politically Exposed Persons" means a natural person who is or who has been entrusted with a prominent public function in any country as defined below:

a) Heads of State, heads of government, ministers and deputy or assistant ministers, members of parliament, members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances, members of courts of auditors or of the boards of central banks, ambassadors, charges d'affaires and high-ranking officers in the armed forces, members of the administrative, management or supervisory bodies of State-owned enterprises;



- Furthermore, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not fall under this category;
- c) The immediate family members of such persons as defined above under a) such as: the spouse, any partner considered by national law as equivalent to the spouse, their children and their spouses or partners, and the parents;
- d) Persons known to be close associates of such persons as defined above under a) such as: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition a) any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition a);
- e) Political exposure does not refer to middle ranking or junior officials.

"Position" means the number of Financial Instruments held by the Client.

"Price" means a number derived from Expand Group Capital data feed/pricing providers manipulating with a mathematical and/or logical and/or other type of transformation, such as but not limited to arithmetic formula and/or composition and/or aggregation and/or a markup and/or commission added at Expand Group Capital sole discretion and may amendment from time to time.

"Professional Client" means as specified in the Client Categorization Policy section of these Terms and Conditions.

"Processing" means, when used in connection with Personal Data, any operation or set of operations, which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means a party who processes Personal Data.

"Quote" means the information of the current Price for a specific Financial Instrument and/or Cryptocurrency in the form of the Bid and Ask Prices or Last Prices.

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"Quote Currency" means in case of Foreign Exchange, the second currency in the Currency Pair which can be bought or sold by the Client against the Base Currency. In case of a Financial Instrument other than Foreign Exchange, Quote Currency mean the currency in which the Financial Instrument is Priced.

"Quotes Flow" means the stream of Quotes in the Platform for each Financial Instrument and/or Cryptocurrency.

"Scalping" (applicable to Retail Clients only) means the case when the Client opens profitable Positions and closes them after less than two minutes and/or Buying at Bid Price and Selling at Ask Price, so as to gain the Bid/Ask difference.

"Sell" means an Order to sell Financial Instrument and/or Cryptocurrency in a certain Price.

"Services" means the services that Expand Group Capital provides in accordance with its licenses, authorizations and Applicable Regulations and as located on the Website and in these Terms and Conditions, paragraph 6.

"Settlement Date" means the date on which the funds and Deliverable Security must exchange hands between buyer and seller; as opposed to the transaction date (trading date) on which an Order on a Financial Instrument and/or Cryptocurrency is executed.

"Short Position" means a Sell position that depreciates in value if Market Price decreases. For example, in respect to Currency Pairs: Selling the Base Currency against the Quote Currency.

"Slippage" means the difference between the expected Price of an Order in a Financial Instruments and/or Cryptocurrencies, and the Price at which the Order is executed. At the time that an Order is presented for execution, the specific Price requested by the Client may not available, therefore the Order will be executed at the next available Price. If the execution Price is more favorable than the Price requested by the Client, this is referred to as positive slippage. If the executed Price is less favorable than the Price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example due to news or events) and when large Orders are executed when there may not be enough interest at the desired Price level to maintain the expected Price level.

"Spread" means the Ask Price less the Bid Price on a Financial Instruments and/or Cryptocurrency. It is the Client's sole responsibility to check the spreads on a Financial

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Instrument and/or Cryptocurrency at the time of placing an Order. The Client hereby acknowledges and accepts that Expand Group Capital's spreads may be dynamic and are set by, and may be amended by Expand Group Capital, at its sole discretion, and irrespective to any fees which the Client may be additionally subject.

"Stop Loss Order" means an order placed that is set to Buy or Sell once a certain Price is reached.

"Stop Out" means the execution of a Stop Loss Order as set out in paragraphs 8.7 and 8.8 of Appendix 1.

"Swap / Rollover" means the interest and/or financing costs added/deducted for holding a Position overnight.

"Swap Free / Islamic Account" means as set out in paragraph 9 of Appendix 1 and refers to a type of Client Account which may be available for Financial Instruments trading.

"Trailing Stop" means in Financial Instruments, a Stop-Loss Order set at a percentage level below the Price for a long position. The trailing stop Price is adjusted as the Price fluctuates. A sell trailing stop order sets the stop Price at a fixed amount below the Market Price with an attached "trailing" amount. As the Price rises, the stop Price rises by the trail amount, but if the pair Price falls, the stop loss Pricedoesn'tchange, and an order is provide complete, accurate and updated information to Expand Group Capital and to immediately notify the Expand Group Capital in writing if such information changes at any time thereafter, and that Expand Group Capital shall not be liable for reliance on such information that is inadequate, incorrect or outdated.

- 4.3 The Client may request to change categorization in accordance with Expand Group Capital's procedures and policies. Expand Group Capital has the right to review and/or changethe Client's Categorization, and/or decline the Clients request to change categorization at its sole discretion and subject to Applicable Regulations.
- 4.4 Client Categorization does not apply to Clients who are solely utilizing Expand Group Capital's deliverable Cryptocurrency services, as these are not Financial Instruments and therefore outside the scope of Client categorization obligations.

5.Assessment and Suitability



- 5.1 In providing execution of Client Orders in relation to Expand Group Capital Services on a non-advised basis, Expand Group Capital complies with its obligations under Applicable Regulations to obtain informationregarding the Client's knowledge and assess the suitability of the Service for the Client.
- 5.2 In providing the services of portfolio management and advisory services Expand Group Capital complies with obligations under Applicable Regulationsto obtain information regarding the Client's knowledge and experience in the investment field relevant to the specific type of product or service, the Client's financial circumstances, financial and investment objectives and ability to bear losses, and assess the suitability of the service or Financial Instrument for the Client.
- 5.3 The Client acknowledges accepts and agrees that the Client bears the obligation to provide Expand Group Capital with complete, accurate and updated information and to immediately notify Expand Group Capital in writing if such information changes or becomes otherwise inaccurate at any time thereafter. In reliance upon such information, Expand Group Capital will be deemed to have performed its obligations under Applicable Regulations and Expand Group Capital shall not be liable for reliance on such information that is inadequate, incorrect or outdated.

6.Services

- 6.1 Expand Group Capital provides the following investment and ancillary services in accordance with its license, authorizations and Applicable Regulations subject to the Terms and Conditions and as may change from time to time:
 - Reception and transmission of orders in relation to one or more of the Financial Instruments;
 - b) Execution of orders on behalf of Clients;
 - c) Dealing on own account;
 - d) Portfolio management;
 - e) Investment advice;



- f) Safekeeping and administration of Financial Instruments for the account of Clients including custodianship and related services such as cash/collateral management;
- g) Granting credits or loans to an investor to allow the Client to carry out Orders in one or more Financial Instruments where Expand Group Capital is involved in the Order;
- Foreign exchange services where these services are connected to the provision of investment services;
- i) Investment research and financial analysis or other forms of general recommendation relating to Orders in Financial Instruments;
- j) Cryptocurrency Deliverables according to in paragraph 29 of the Agreement;
- k) Exchange services as defined in paragraph 29 of the Agreement;
- Any other service that Expand Group Capital is authorized to offer under its licenses, authorizations and/or Applicable Regulations.
- 6.2 When trading in CFDs, Expand Group Capital shall not hold any Financial Instruments of the Client and shall not be providing safekeeping and administration of Financial Instruments for the account of Client or custodianship.

7.Introducers / Affiliates

- 7.1 In cases where the Client is introduced to Expand Group Capital through a third person such a business Introducer, any natural or legal person and/or other entity with whom Expand Group Capital has a business relationship for the purpose of referring Client through Expand Group Capital'sWebsites and/or through any other channels or means approved by Expand Group Capital (may be referred to as "Introducer" or "Affiliate") the Client acknowledges that Expand Group Capital is not responsible or accountable for the conduct and/or representations of the Introducer and Expand Group Capital is not bound by any separate agreements entered into between the Client and the Introducer.
- 7.2 The Client acknowledges that any agreement or relationship Expand Group Capital has with the Introducer may result in additional costs, since Expand Group Capital may pay commission fees or charges to the Introducer accordingly. If such apply, it will be disclosed to the Client prior to entering to an Agreement with Expand Group Capital, in accordance with Applicable



Regulations.

7.3 In case the Client introduced to Expand Group Capital by Introducer, the Client herby acknowledge and accept that Expand Group Capital may pay to the Introducer a onetime fee for introducing the Client to Expand Group Capital and/or an ongoing fee (when Expand Group Capital consider appropriate and in accordance to Applicable Regulation) based on rebate from Client trading volume, percentages from the revenues Expand Group Capital generate from the Client and/or other schemes Expand Group Capital may find suitable from time to time. The Client may request from Expand Group Capital on an annual basis to receive information on the amounts paid to the Introducer.

7.4 In cases where the Client is introduced to Expand Group Capital by an Introducer, the Client acknowledges and agrees that certain information regarding personal and/or trading data may be disclosed to the Introducer for the purpose of identifying the Client and calculating the Introducer's commission. For more information, please refer to the Privacy Policy located in these Terms and Conditions.

8. Authorized Representative

- 8.1 Expand Group Capital may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to Expand Group Capital or to handle any other matters related to the Client Account or this Agreement, subject to Regulatory Requirements and provided the Client submit Written Notice to Expand Group Capital of the appointment of an Authorized Representative and this person is accepted by Expand Group Capital, at Expand Group Capital sole discretion.
- 8.2 Unless Expand Group Capital receives a Written Notice from the Client for the termination of the authorization of the Authorized Representative Expand Group Capital without prejudice to paragraph 8.3, below, has the right to continue accepting Orders and/or other instructions relating to the Client Account by the Authorized Representative, for unlimited time period, on the Client's behalf and the Client will recognize such orders as valid and committing to him.
- 8.3 Expand Group Capital has the right (but not an obligation to the Client) to refuse to accept Orders and/or other instructions relating to the Client Account from the Authorized Representative in any of the following reference rate of EURIBOR plus 0.5%.



9. Joint Accounts

- 9.1 Where the Client comprises more than one person, the liabilities and obligations under the Agreement shall be joint and several. Any Written Notice given to or by one of the persons which form the Client shall be deemed to have been given to or by all the persons who form the Client.
- 9.2 In the event of the death or mental incapacity of a joint account holder, the Account balance will be for the benefit and at the order of any surviving joint account holder and all obligations and liabilities owed to Expand Group Capital will be owed by any surviving joint account holder.

10. Financial Fees

- 10.1 Transfers in currencies that are different from the currency of the destination Account are subject to conversion fees in accordance with the pricing as appears on the Website.
- 10.2 In the event of currency fluctuations, Expand Group Capital will have no liability for any resulting losses or damages incurred by the Client.
- 10.3 When the Client exchanges a Cryptocurrency to a different Cryptocurrency within the Client's Account, Expand Group Capital's Spread plus Expand Group Capital's fees as appears on the Website apply. Any such fees will be disclosed to the Client when possible, prior the time of the Order execution.
- 10.4 When the Client exchanges between Fiat Currency and Cryptocurrency, between cryptocurrencies or between fiat currencies within the Client's Account, Expand Group Capital's Spread plus Expand Group Capital's fees as appear on Website apply. Any such fees will be disclosed to the Client prior to Order execution when possible.
- 10.5 Transfers of Cryptocurrency from Expand Group Capital's Virtual Wallet to a Client's external Virtual Wallet incurs a transfer fee as appears on the Website. Any such fees will be disclosed to the Client prior to Order execution when possible.
- 10.6 Expand Group Capital may apply a minimum transaction Fee to certain Financial Instruments and/or Cryptocurrencies. Any such fees will be disclosed to the Client prior to Order execution Normal Weekly Working Hours: Monday to Friday, 09:00 -18:00 and/or 13:00 22:00 and/or as agreed otherwise.



- 10.7 Expand Group Capital may charge financial transaction fees ("Financial Transaction Fees") which may include, but not necessarily limited to, commissions to banks, money transfer fees, credit card/alternative payments and processing fees. Expand Group Capital's Financial Transaction Fees appear on the Website. and may be amendment from time to time at Expand Group Capital's sole discretion and the Client will be informed as per the provisions of paragraph 10.
- 10.8 Expand Group Capital may charge its corporate clients with negative interest rate (on positive balances) at the reference rate of EURIBOR plus 0.5%.
- 10.9 Expand Group Capital may charge its Clients when they buy/sell Financial Instruments in a different currency than the account currency, conversion fees of up to 0.5%.
- 10.10 Expand Group Capital may charge additional fees for other Services as appears on the Website and/or as may be provided to Client upon request.

11. Advice and Commentary

- 11.1 Unless the Client has contracted for the Services to be provided on an advice basis, Expand Group Capital will not advise the Client about the merits of an Order or give the Client investment advice. The Client acknowledges accepts and agrees that the Services do not include the provision of investment advice in Financial Instruments and/or Cryptocurrencies, unless explicitly contracted for, and the Client alone will operate the Client Account, place Orders and take relevant decisions based on the Client's own judgement.
- 11.2 Expand Group Capital will not provide legal, tax or other advice relating to the Client Account. The Client should seek independent advice regarding the Account.
- 11.3 The Client hereby confirms that the Client will not hold Expand Group Capital liable in relation to the Client's decisions regarding the Client's Account.
- 11.4 Expand Group Capital may, from time to time and at its own discretion, provide the Client with information, news, commentary or other information which is not directed specifically to any Client and which is independent of its Services to any Client (i.e. by way of its Websites or other approved marketing channels). Where it does so:



- a) Expand Group Capital is not be responsible for such information and/or the Client's reliance on such information:
- b) Expand Group Capital gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences regarding the Clients' Account;
- c) The Client is always responsible for the Client's own investment decisions;
- d) The information does not amount to investment advice or unsolicited financial promotions to the Client;
- e) If the document contains a restriction on the person or category of persons to whom that document is intended or to whom it is distributed, the Client agrees that the Client will not pass on the information to any such person or category of persons restricted to receive such information:
- f) The Client accepts that prior to dispatch, Expand Group Capital may have acted upon it itself to make use of the information on which it is based. Expand Group Capital does not make representations as to the time of receipt by the Client and cannot guarantee that the Client will receive such information and bears no responsibility if any Client did not receive such information:
- g) The Client accepts that in case of restrictions in the jurisdiction where the Client resides/is a citizen for such information, the Client will disregard such information and consider it as null.
- 11.5 The Client acknowledges accepts and agrees that any commentary, news or other information provided or made available by Expand Group Capital is subject to change and may be withdrawn at any time without notice.

12. Market Data / Derived Data

12.1 Any Market Data / Derived Data that Expand Group Capital provides to you, or that you access through our Website and/or Platform is provided and/or made accessible to you for convenience and information purposes only and does not amount to investment advice, as you shall make your own investment decisions. Any Market Data / Derived Data provided or made accessible to you, is without any liability and you should not rely upon the Market Data / Derived



Data in any way. In particular, any Price quoted in the Market Data / Derived Data may differ from the execution Price you actually obtain.

- 12.2 Market Data / Derived Data constitutes valuable confidential information and therefore, may be the exclusive property of Expand Group Capital and/or the stock exchange and/or data provider which operates the Market. Accordingly, you may use the Market Data / Derived Data only for your own trading purposes under the rules of the relevant stock exchange and/or data provider and you may not redistribute the Market Data / Derived Data in any way unless explicit permission is granted to you by Expand Group Capital and/or the specific stock exchange and/or data provider that operates the Market. You should consult the relevant stock exchange and/or data provider for full details.
- 12.3 You acknowledge and agree that you will not use the Prices we make available to you for any purpose other than for your information purposes only, and you agree not to redistribute the Prices we make available to you to any other person whether such redistribution be for commercial and/or other purposes.

13. Intellectual Property

- 13.1 The Platforms, all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property of Expand Group Capital or of third parties and are protected by local, European and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platforms and/or any of Expand Group Capital's IP, but solely a right to use the Platform according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of Expand Group Capital's intellectual property rights.
- 13.2 Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of Expand Group Capital's Intellectual Property or Website or Platforms.
- 13.3 It is understood that Expand Group Capital may offer its Services under different trademarks and websites. Expand Group Capital owns all the images displayed on its Websites, the Platforms and downloadable software and material. The Client is prohibited from using these images in any way other than the manner and purpose for which Expand Group Capital provides them.



13.4 The Client is not permitted to store and print the information made available through the Website or Platforms including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is prohibited from altering, modifying, publishing, transmitting, distributing, and/or commercially exploiting that information, in whole or in part, in any format without Expand Group Capital's express written consent.

14. Provisions of License and Use of Platform

- 14.1 Subject to the Client's obligations under Terms and Conditions, Expand Group Capital grants a limited license to the Client, which is personal, non-transferable, non-exclusive and fully recoverable, to use the Platform (including the use of the Websites and any associated downloadable software available from time to time), solely for the Client's personal use and benefit in order to place Orders in accordance with the Terms and Conditions of the Client Agreement. Should the Agreement be terminated for any reason, the license will automatically be revoked, and the Client may no longer access or use the Platform.
- 14.2 If any third-party software is included within the Platform, then such third-party software shall be provided subject to the Terms and Conditions. The Client shall fully comply with the terms of any third-party software licenses that the Expand Group Capital may provide to the Client from time to time.
- 14.3 Expand Group Capital reserves any and all rights to the Platform not expressly granted to the Client by this Agreement. Rights to the Platform are licensed to the Client by Expand Group Capital and not sold. All rights to the Platform shall remain the property of Expand Group Capital and/or of the third-party providers, as applicable.
- 14.4 Expand Group Capital reserves the right to shut down the Platform at any time for maintenance purposes without prior notice to the Client, but Expand Group Capital will do its best efforts in order to provider advanced Written Notice to the Client, rendering the Platform inaccessible. This will be done on weekends, except in urgent cases. Expand Group Capital is not liable for any results of such inaccessibility.
- 14.5 Expand Group Capital reserves the right to add, remove or otherwise modify any of the Platform or Platform components without liability under these Terms and Conditions. In such a case, Expand Group Capital shall use reasonable endeavors, in case needed, to replace any part of the Platform with an equivalent where practicable.
- 14.6 Expand Group Capital makes no express or implied representations:



- a) That the Platform will always be accessible, or at any time on a continuous uninterrupted basis. Access to the Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades;
- b) As to the operation, quality or functionality of the Platform;
- c) That the Platform is free of errors or defects;
- d) That the Platform are free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to Client data or other property.
- 14.7 Expand Group Capital is not responsible nor liable for any disruptions or delays or problem in any communication experienced by the Client when using the Platform;
- 14.8 Expand Group Capital is not responsible for, nor liable to the Client should the Client's Access Device fail, damage, destroy and/or format the Client's records and/or data, and/or if the Client incurs delays and/or any other form of data integrity problems.