

**BeAlgo**

**[www.bealgo.com](http://www.bealgo.com)**

Terms Agreement for CFD, Future Contracts, Stocks and Forex trading  
[B.A.X LTD]

**TERMS AGREEMENT**

**TERMS & CONDITIONS FOR CFD, Future Contracts, Stocks and Forex trading  
2018**

## **PREAMBLE**

This Agreement is entered by and between B.A.X LTD (hereafter the "BeAlgo" or "Company" or "we" or "us") on one side and the Client, whether a legal entity or a natural person, who was opened an account (hereafter the "Client" or "you") on our site.

By trading through your account you accept and acknowledge the terms and conditions of this Agreement. You confirm that you have read, understood and accepted all of the terms and conditions contained in this Agreement and in all other agreements on our website without modifications. By accessing or continuing to access the website, you agree to comply with the terms and conditions of this Agreement.

We reserve the right to amend, modify, update and change any part of the Agreement, at any given time by publishing the new version of this Agreement or any other information on the relevant page of our website.

This Agreement shall prevail over any previous agreements, arrangements, express or implied statements made by the Company or any Introducer(s). This Agreement is effective upon acceptance of the terms and conditions when you register as a new Client.

You acknowledge that the Company's official language is English, and that all of its agreements and communications in English shall prevail over communications in any other language.

## **WHO WE ARE**

BeAlgo is a CFD, Future Contracts, Stocks and Forex Brokerage which provides trading services and technological systems to its clients through the website [www.bealgo.com](http://www.bealgo.com) and as the services provided are defined throughout this Agreement.

The Company B.A.X LTD is incorporated under the laws of the Republic of Bulgaria with registered address at 1113 Sofia City, Sofia District (Metropolis); Metropolitan Municipality, Slatina Region, R.A Geomilev, 1 Schipchenski prohod.

You may contact us via email or any other electronic means, whether in writing or orally. For any inquiries, you may contact our customer support department according to the contact details on our website

## **THE SERVICES PROVIDED**

Be Algo provides CFD, Future Contracts, Stocks and forex algo trading services on the MT4 Meta Trader trading platform. Trades are executed solely by the Client.

You acknowledge that the risks entailed in trading CFD, Future Contracts, Stocks and forex algo trading are high, and are not lower than the risks entailed in regular forex trading. You understand that in order to obtain the chance of earning money for you, the robot will leverage your invested funds; therefore your funds may be lost altogether.

### ***LIMITATIONS OF ELIGIBILITY***

There are certain persons which we will not accept as our Clients. Our Trading Services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence.

We will not be able to accept any person who is:

- (a) Under the age of 18 or otherwise under legal age ("Minor"). We shall not be responsible for any unauthorized use by Minors of our services;
- (b) Is not of legal competence or sound mind;

Without derogating from the above, we reserve the right to suspend and/or refuse access to our services and/or electronic system(s) and/or Trading Platform to anyone in our sole and absolute discretion for reasons we shall deem reasonable.

You confirm and declare that the funds which you will deposit with us, do not originate from illegal or criminal activities or are of unknown origin.

### ***SCOPE OF BUSINESS***

This Agreement is made by and between B.A.X LTD and you and is applicable only to those Clients trading in CFD, Future Contracts, Stocks and through the algo trading robot for all types of financial assets available from time to time.

This Client Agreement applies to both the Website and Platform, as well as to the electronic content and/or software currently contained on the Website(s) that supplies you real time information about the exchange rate of some currencies as well as any other features, content or services that Company Holding PLC may add in the future (the "Services").

Once you have registered with us, you will receive by e-mail your username and password. The account will be activated only after we have conducted all Client identification procedures and accepted you as our client, according to the Account opening process described above.

Your access to your account will be as an observer only, and you will not be able to conduct any actions on your own.

You are responsible for securing your login details for your account with Be Algo. You hold sole responsibility for any damage caused due to any act or omission by you causing inappropriate or irregular use of your Account. You are obliged to immediately inform us of any possible non-authorized use conducted with your user name. Users that log in to the Company's website to use its services are required to provide certain personal, identifying details.

## **ACCOUNT OPENING PROCESS**

In order to trade on our platforms and/or website, you must provide your personal details and providing the required KYC (Know Your Client) documents. After you provide all the required KYC documents required by us for our own internal checks, we will send you a notice informing you whether you have been accepted by us as a Client.

In order to open an account will be required to provide us, without limitation (a) proof of identity, i.e. a government issued passport or identity card (b) proof of residence, that is a hard copy utility bill (water bill, electricity bill, gas bill, phone/internet bill) or a certificate of residence or a hard copy bank statement in A4 format and not older than 6 months

You agree and undertake to

- (a) Notify us in writing of any changes of your personal and financial status.
- (b) Provide true, accurate, current and complete personal information and KYC documents
- (c) Ensure that your account personal information is true and up to date, and notify us in writing of any changes to your Account personal data.
- (d) Ensure that you log out from your trading account at the end of each session on the website.

You acknowledge and confirm that we may carry out credit checks and other checks from time to time, as we deem fit. Your personal information may be used for purpose of Anti Money Laundering or Counter Terrorism Financing (AML or CTF) or fraud as well as for the management of your account.

In the event we become aware of any illegal activity, impropriety in the Account personal information or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be in a position to release funds.

## **OPENING AND CLOSING ORDERS/TRANSACTIONS**

The following explanation of the investment activities refers to the way the activity and transactions are conducted in the trading account, and refers to the Client.

In order to open a Transaction in an FX and CFD on the Platform, you must either open a Buy or a Sell, at the price quoted by the Platform at the time of such Transaction. In order to close a Transaction, you must either offer to sell (in the case of a Buy), or purchase (in the case of a Sell), the Financial Asset covered by such open Transaction, at the price quoted by the Platform at the time of such closing offer. Transactions or open positions cannot be transferred to other FX and CFD providers or their platforms. Full details of our Order Execution Policy please visit the Company's Website.

The Platform will provide a Buy quote and a Sell quote for each Financial Asset traded on the Platform. You acknowledge that upon opening a Buy or closing a Sell, you may only do so at the price quoted by the Platform to purchase such Financial Asset. You further acknowledge that upon opening a Sell or closing a Buy, you may only do so at the price quoted by the Platform for such Financial Asset.

On the Platform, you shall be entitled to make an offer to open a Transaction at the best available rate on the Platform ("Market Order") at the time of opening such a Transaction, unless you specify a particular price in which to make an offer to open a Transaction ("Limit Order"). With respect to a Market Order, the price at which a

Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order, within a certain range as specified on the Platform from time to time. If you choose to open a Market Order, your offer will be accepted at the best possible rate offered on the Platform.

With respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Limit Order may be accepted at a lower price if a buy, or higher price if a sell, than the price indicated by you in your Limit Order as specified on the Platform from time to time. If you offer to open a Limit Order, your offer may be accepted at the price indicated by you in your offer. At any time prior to acceptance of a Limit Order, you may cancel the Limit Order without any further liability. If you choose to open a Limit Order, your offer will be accepted at the best possible rate offered on the Platform.

Orders can be placed and (if allowed) changed within the Trading Hours for each type of FX and CFD appearing on the Company's Website, as amended from the Company from time to time. The Client agrees that the Orders to open a position if accepted by the Company outside the Trading Hours may not be capable of execution should the market not trade at the price stipulated once Trading Hours commence.

Pending Orders, not executed, shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

Market Orders not executed due to insufficient equity in the Account will not remain effective and will be cancelled.

Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Account funds are not sufficient to cover margin requirements.

Orders may be cancelled or amended by the Client before they are executed.

Stop loss and Take Profit orders may be amended providing they meet minimum specified level requirements (keep the pending on the trading symbol).

The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed. In order to change the expiry the Client will need to cancel the Order and place a new one.

FX and CFD Orders on currencies are executed as follows:

- Take Profit (T/P) orders are executed at stated prices;
- Stop Loss (S/L) orders are executed at first market prices;
- Stop Loss (S/L) orders set for lock positions are executed at first market prices;
- Limit orders are executed at stated prices;
- Buy Stop and Sell Stop orders for position opening are executed at first market prices.

The Client acknowledges and agrees that due to market volatility and factors beyond its control, the Company cannot guarantee that an Order will be executed at the level specified in the Client Order, for example, an Order may be closed at a worse price than

as originally specified by the Client in such an Order. In such an event, the Company will close the Transaction at the next best price. For example, with respect to a Close at Loss, in the case of a Buy to close, the price of an Instrument underlying such Order may suddenly increase above the Close at Loss price, without ever reaching such price. In the case of a Sell to close, the price of an Instrument underlying such Order may suddenly decrease below the Close at Loss price, without ever reaching such price. With respect to a Close at Profit where the price for an Financial Asset moves to the Client's advantage (for example, if the price goes down as the Client Buys or the price goes up as the Client Sells), the Client agrees that the Company can pass such price improvement on to the Client.

In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, the Company will not send a re-quote to the Client (with the price it is willing to deal until the price the Client asks is available). The Order will be rejected and the Client will need to place another Order.

#### Stop and Limits

We may, in our sole discretion, allow you to specify a closing price for a Transaction through a "Close at Loss" and "Close at Profit" order, subject always to the terms of the Client Agreement and any other Agreement we may implement from time to time.

Upon your offer and our acceptance of your Order, you hereby authorize us to close the Transaction at the "Close at Loss" price or "Close at Profit" price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the Transaction when the price quoted by us on the Platform equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction if you are not in compliance with any of the factors set forth in Paragraph 12.

We may, in our sole discretion, allow you to request the opening or closing of a Transaction, including a "Close at Loss" and "Close at Profit" Order, within a specific time period determined by you. If we have accepted such a request, we may in our sole discretion, close the Transaction within such specific time period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such specific time period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction.

We may, in our sole discretion, accept an offer to place a Trailing Stop in relation to a "Close at Loss". You acknowledge that the original price level set forth in a Close at Loss may be amended as the market on the Platform moves in your favour. Whilst your trailing "Close at Loss" is still in effect, you agree that each change in the market by at least one hundredth of a percentage point (referred to as "Pips" on the Platform) in your favour shall constitute a new offer by you to raise the level of your trailing "Close at Loss" by one hundredth of one percentage point. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as shall be specified on the Platform.

You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the Transaction at the next best price. For example, with respect to a Close at Loss, in the case of a Buy, the price of an

Financial Asset underlying such Order may suddenly decrease below the Close at Loss price, without ever reaching such price. In the case of a Sell, the price of a Financial Asset underlying such Order may suddenly increase above the Close at Loss price, without ever reaching such price.

With respect to a Close at Profit where the price for an Financial Asset moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but do not have to) pass such price improvement on to you. For example, in the case of a Buy, the price of an Financial Asset underlying such Order may suddenly increase above the Close at Profit price, without ever reaching such price. In the case of a Sell, the price of an Financial Asset underlying such Order may suddenly decrease below the Close at Profit price, without ever reaching such price.

The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

The Company may, in its sole discretion, accept the Client's offer to place a Guaranteed Stop Order at an exact price determined by the Client. Guaranteed Stop Orders are only available on certain Financial Asset, as indicated in the details tab for a Financial Asset. If the Company accepts a Guaranteed Stop on a new Order the Company guarantees that when its bid or offer quoted price reaches or goes beyond the close at loss price specified by the Client, the Company will close the Client's open position at exactly the price the Client specifies in the Guarantee Stop Order. An Open Position can be closed in accordance with the Client Agreements prior to reaching the Guaranteed Stop Order price level.

The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

#### Premium (or Swaps)

Any open Transaction held by you at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next business day to avoid an automatic close and physical settlement of the Transaction. You acknowledge that when rolling such Transactions to the next business day, a Premium will be either added or subtracted from your account with respect to such Transaction ("Rolling"). The Premium amount is a constant percentage of the position value and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Financial Asset differentials, daily price fluctuations and other economic and market related factors. The Premium for each Financial Asset is displayed in the "details" link for each specific Financial Asset on the Platform.

In deciding whether to open a Transaction for a specific Financial Asset, you acknowledge that you are aware of the Premium.

You hereby authorize us to add or subtract the Premium to or from your Account for any open Transactions that have accrued a Premium, in accordance with the applicable rate thereto, each day at the time of collection specified on the Platform for each individual Financial Asset, as applicable.

Expiry Transactions

We may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument.

In the event we set an Expiry Date for a specific Financial Asset, it will be displayed on the Platform in the details link for each Financial Asset. It is your responsibility to make yourself aware of the Expiry Date and time.

If you do not close an open Transaction with respect to an Financial Asset which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Platform immediately prior to the applicable Expiry Date and time.

### Spreads

All FX and CFDs available with the Company have spreads which appear on the Platform and/or the Website. The Company has the right to amend its spreads in its discretion from time to time. Such changes shall be effected on the Platform and/or the Website and the Client is responsible to check for updates regularly.

### ***PERMISSION TO USE THE WEBSITE AND/OR TRADING PLATFORM***

We grant you a non-exclusive, non-transferable personal permission to access and use our website. This permission depends on your consistent compliance with the terms of this Agreement.

You shall be responsible for all acts or omissions that occur within the Website through the use of your Account Information. If you believe there has been a security breach and that your Account was accessed by an unauthorized party, you are to notify our Customer Support immediately. You will do your best to keep your Account Information secret and personal. If you fail to do so, you will in any way be liable to any Orders received through your Trading Account, whether made by you or by an unauthorized party. In cases where a third person is assigned as an authorized representative to act on your, you will be responsible for all Orders given through and under the representative's Account Information.

You undertake not to attempt to abuse the trading platform or the trading robot in order to make illegal profits or for any other purpose, not to attempt to profit by taking advantage of the server latency, and not to conduct malpractices such as price manipulation, lag trading, time manipulation and any other malpractice.

We are not responsible for any power cuts or failures that prevent the use of the system and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures. In the case of such electricity/communication/Internet failures, if you wish to place an Order, then the alternative means of communications/placing orders will be by phone. We may decline any verbal instruction in cases where our telephone recording system is not operational or in cases where we have not identified the caller to our satisfaction or in cases where the quality of the line is poor. We reserve the right to ask you for instructions regarding your transactions by other means that we deem appropriate.

We shall not be liable for any potential damage you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other

deficiencies on the part of internet service providers. You acknowledge that access to electronic systems / trading platforms may be limited or unavailable due to such system errors, and that we reserve our right upon notifying you to suspend access to electronic systems / trading platforms for this reason.

You are fully liable for any credit card transactions entered into the website via your Account. You agree to indemnify us fully in respect to all costs and losses whatsoever as may be incurred by us as a result, direct or indirect, of your failure to perform or settle such a transaction. You further agree that in the case that any financial contract is acquired or sold at prices that do not reflect its market prices, or that is acquired or sold at an abnormally low level of risk (the "mispricing") due to an undetected programming error, bug, defect, error or glitch in the robot or any other reason resulting in mispricing (for the purpose of this section the "error"), we reserves the right to cancel such transactions upon notifying you of the nature of the computer error that led to the mispricing.

You further agree not to use any electronic communication feature of a Service on the website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful

## **ORDERS - INSTRUCTIONS AND BASIS OF DEALINGS**

### ***Execution of Transactions***

You have the right to use a Power of Attorney to authorize a third person (representative) to act on your behalf in all business relationships with us. The Power of Attorney should be provided to us along with all the identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until you expressly send us a written termination of it.

You acknowledge that some markets place restrictions on the number of Transactions that can be made in one day, on the total value of them, and on certain types of Orders that can be directly transmitted to their electronic trading systems.

### ***Confirmations***

Confirmations for all Transactions that have been executed through your Trading Account on a trading day will be available on your Trading Account through the Trading Platform as soon as the Transaction is executed. It is your responsibility to notify us if any confirmations are incorrect. Confirmations shall, in the absence of manifest error, be conclusive and binding for you, unless you express your written objection within five (5) Business Days.

You may request to receive the Account statement monthly or quarterly via email, but we are not obliged to provide you with an Account statement in paper. If it shall be provided in paper, this will be on your own expense

## **CANCELLATION OF TRANSACTIONS**

We have the right to cancel a transaction in case we reasonably believe that one of the following has incurred: (a) Fraud / illegal actions led to the transaction, (b) Orders placed on prices that have been displayed as a result of system errors or systems malfunctions

either of those of the Company or of its third party service providers. (c) The Transaction has been performed in violation to the provisions of this Agreement.

### **CLIENTS FUNDS**

The funds deposited by our Clients will be promptly transferred into a bank account in a reliable Financial Institution.

We may hold your money joined with the money of other clients in the same account (omnibus account).

We are not obligated to account to you for profits or interest earned on your funds (other than profit gained through trading Transactions from your Trading Account under this Agreement) and you waive all rights and interests thereof.

We may deposit your funds with a Financial Institution which may have a security interest, lien or right of set-off in relation to that money.

You authorize us to make any deposits and withdrawals from your Bank Account to your Trading Account and vice versa upon your instructions, on your behalf, provided that expressed consent took place including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on your behalf to the Company or any other person.

It is commonly understood that any amount payable by us to you, shall be paid directly to the bank account of the beneficial owner, being you. Fund transfer requests are processed by us within the time period specified on our Website and the time needed for crediting your personal account with the transferred funds will depend on your bank account and/or payment solutions provider. We shall not be liable or responsible for funds clearing.

We have the right, when necessary and without your prior authorization, to set-off any amounts held by us to your credit against your unsettled obligations to us. Unless otherwise agreed in writing us and you, this Agreement shall not give rise to rights of credit facilities.

You have the right to withdraw the funds not used for margin covering, free from any obligations from your Account without closing the said Account.

We reserve the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation of you.

It is within your terms that any incurring bank fees will be paid by you in case of funds withdrawals from your trading account to your designated Bank Account. You are fully responsible for the payments details that you provided us and we accept no responsibility if you provided false or inaccurate bank details.

You agree that any amount of money sent by you to the Bank Accounts will be deposited to your Trading Account at the value date of the payment received and net of any charges / fees charged by the Bank Account providers or any other intermediary involved in such transaction process. In order for us to accept any deposits from you, the identification of the sender must be verified and ensure that the person depositing the

funds is the Client. If these conditions are not met, we reserve the right to refund the net amount deposited via the method used by the depositor.

In the event that any amount received to the Bank Account is refused by the Bank Account provider at any time and for any reason, we will immediately reverse the affected deposit from your trading account and we further reserve the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in your Trading Account. Prior to execution of a withdrawal request, due diligence documentation may be required by Anti Money Laundering (AML) regulations, Credit Card companies and us.

Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is executed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to the credit card or to the bank account at our discretion. Withdrawals to bank accounts may take longer, due to additional security procedures and documentation required from you. Please note that we only accept withdrawal requests of at least 100 EUR per transaction or of the total account balance, in case it is lower than 100 EUR.

### **REPRESENTATIONS AND WARRANTIES**

You agree that each of the following representations and warranties are deemed as present each time you open or close a Transaction by reference to the circumstances prevailing at such time:

- (a) that you have not been coerced or otherwise persuaded to enter into this Agreement;
- (b) the data provided by you to us complete, true, accurate and not misleading in all respects and the certificates provided are authentic;
- (c) that you are of sound mind, legal age and legal competence;
- (d) that you are duly authorized to execute and deliver this Agreement, to open each Transaction and to perform your obligations hereunder and the reunder and have taken all necessary action to authorize such execution, delivery and performance;
- (e) that you understand how the Transactions hereunder operate before you place an offer to open a Transaction on the Trading Platform. By doing so, you warrant that you understand the terms and conditions of this Agreement, and any legal and financial implications thereof;
- (f) that you have read and understood the Risks Disclosure(s) found on the Website;
- (g) that you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform;
- (h) that you are acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. You may act on behalf of someone else only if we specifically consent to this in writing and provided all the documents required by us for this purpose are received;
- (i) any person representing you in opening or closing a Transaction will have been, and the person entering into the Client Agreement on your behalf is, duly authorized to do so on your behalf;
- (j) you are not an employee of any Underlying Market, a corporation in which any Underlying Market owns a majority of the capital stock, a member of any Underlying Market and/or firm registered on any Underlying Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us;

(k) you will not enter into any Transaction for the purposes of arbitrage, Scalping or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform;

(l) you have obtained all relevant governmental or other authorizations and consents required by you in connection with the Client Agreement and in connection with opening or closing Transactions and such authorizations and consents are in full force and effect and all of their conditions have been and will be complied with;

(m) the execution, delivery and performance of the Agreement and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;

(n) other than in exceptional circumstances you will not send funds to your Trading Account from any bank account other than as stipulated in the Registration Data. Whether exceptional circumstances exist will be determined by us from time to time;

(o) the funds deposited with the Company, belong to the Client and are free of any lien, charge, pledge or other impediment;

(p) the Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

(q) you are not a Politically Exposed Person and you do not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that you have not disclosed this already in the Account Opening Application Form, you will inform the Company as soon as possible or will notify the Company if at any stage during the course of this Agreement you become a Politically Exposed Person;

(r) from time to time we may offer money bonuses by way of promotion. Details of the terms and conditions associated with such money bonuses can be found on the "limited time promotions" page of the website and may vary from time to time. You warrant you will abide by the restrictions and limitations in force in respect of these bonuses should you qualify for one. A breach of any of these restrictions and limitations will invalidate or render void any bonuses and associated trading gains;

(s) you confirm that you have regular access to the internet and consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website and/or email.

### ***FEES***

We shall receive fees and payments from you for our Services provided as described in this Agreement as well as compensation for the expenses it will incur for the obligations it will undertake during the provision of the said investment services.

Any tax arising from a transaction you make shall be payable by you. We are entitled to debit your account with the outstanding tax amount that needs to be settled (excluding taxes payable by us in relation to our income or profits).

### ***LIMITED LIABILITY***

We shall not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or

unauthorized access to, or alteration of, the Website or the Services. Furthermore, we shall not be liable for any problem or dysfunction of telephone lines, online systems, servers of providers, hardware, software, failure due to technical problems or traffic congestion on the Internet.

We shall not be liable for any loss or damage arising from the use of our Website or Services, or from any content published on or through the Website or Services, of from the conduct of users of the Website or Services.

We shall not be liable for the conduct of third parties, or clients, nor for damages or losses incurred by them.

We shall not be liable for damages or losses stemming from Force Majeure events, or other events which could not have been controlled by us.

If we determine that a Force Majeure Event exists, we may, in our absolute discretion, without notice and at any time, take one or more of the following steps:

- a) close all or any of your open Transactions at such closing prices as we reasonably believe to be appropriate;
- (b) suspend or modify the application of all or part of the Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto; or
- (c) alter the Trading Hours for a particular Transaction

In no event shall we or any of our officers, directors, employees, or agents be liable to you for any damages whatsoever, including without limitation indirect, incidental, special, punitive, or consequential damages, arising out of or in connection with your use of the website or services, including but not limited to the quality, accuracy, or utility of the information provided as part of or through the website or for any investment decisions made on the basis of such information, whether the damages are foreseeable and whether or not we have been advised of the possibility of such damages.

We shall at all times process Clients Transactions in good faith.

We assume no responsibility for any acts or omissions concluded by either a natural or legal person that provides us with information in relation to the execution of the Clients' Transactions in Financial Instruments.

We assume no responsibility for any loss of opportunity that results in a reduction in the values of the Client's Transactions in Financial Instruments, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of our deliberate actions or omissions.

This Limitation of Liability shall apply to the fullest extent permitted by Applicable Law and in no event shall our cumulative liability to you exceed the amount of money you

deposited into your account on the Website in relation to the Transaction related to the liability.

### ***TERMINATION OF THIS AGREEMENT***

The Client has the right to terminate the Agreement by giving the Company at least thirty (30) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Clients' Open Positions shall be closed by the date of termination .

The Company may terminate this Agreement immediately without giving notice.

The termination of the Agreement shall not in any case affect the rights and obligations which have arisen or any existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay: (a) Any outstanding costs or pending fee(s) of the Company and any other amounts payable to the Company, (b) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement; (c) Any damages which arose during the arrangement or settlement of pending obligations.

### ***ACKNOWLEDGEMENT OF RISKS***

It shall be noted that due to market conditions and fluctuations, the value of Financial Instruments may increase or decrease, or may even be reduced to zero. Regardless of the information the Company may provide to the Client, the Client agrees and acknowledges the possibility of these cases occurring.

The Client is aware and acknowledges that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/or sale of Financial Instruments) through the Company and the Company's Trading Platform and trading robot and accepts that he is willing to undertake this risk upon entering into this business relationship. You agree to use the website at your own risk. Without limiting the foregoing, the financial services contained within this website are suitable only for customers who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in the acquisition of financial contracts.

### ***CONFIDENTIAL INFORMATION***

We may collect client information directly from the Client or from other persons including the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

The Company does not have any obligation to disclose to the Client any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Client, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and Regulations and directives in force.

The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances, without limitation:

(a) Where required by law or a court order by a competent Court;

(b) When it is necessary in order to perform verification analysis on the Client's identity for the purposes of safeguarding the client's account and securing his/her personal information;

(c) Where requested by a regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;

(d) To relevant authorities to investigate or prevent fraud, money laundering, terrorist financing or other illegal activity;

(e) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;

(f) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

(g) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;

(h) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

(i) To an Affiliate of the Company or any other company in the same group of the Company;

## ***DEPOSITS AND WITHDRAWALS***

### ***Deposits:***

Deposits are irrevocable and all transactions you make with us are binding and final. The Client may deposit funds into the Trading Account at any time during the course of this Agreement, after the account is activated. Be Algo enables its clients, in accordance with the deposit conditions displayed on the website, to make deposits onto the respective user accounts through various payment systems like credit cards, bank transfer or any other methods accepted by Be Algo from time to time. Deposits or Withdrawals in cash are not possible.

Be Algo will not accept third party or anonymous payments in the Client Account.

We reserve the right to request the Client at any time to provide any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit from the Client if the Company is not duly satisfied as to the legality of the source of funds.

We reserve the right, dependent on the chosen payment method to set minimum or maximum amounts for deposits.

We reserve the right, to charge transaction fees, dependent on the chosen payment method.

Charge backs, cancellation fees, returned direct debits and similar costs, that may arise from incorrect deposits will be paid by you.

### ***Withdrawals:***

The Company shall process withdrawals of Client funds upon the Company receiving a relevant request from the Client, through our website's back office, in the method and means accepted by the Company for time to time.

We check and process all withdrawal requests manually. There are no automatic withdrawals.

Withdrawal Fees rates shall be as following:

- (a) Withdrawal of the fund and/or profits once a quarter (at the end of the quarter) – at no charge.
- (b) The second+ (or more) withdrawal of the fund and/or profits in a quarter shall incur a 40 Euro transfer fee or 0.25% of the transfer amount (whatever is higher).
- (c) Withdrawal of the fund and/or profits in a quarter to a credit card + bank transfer shall incur a 40 Euro transfer fee or 0.25% of the transfer amount (whatever is higher).

### ***DORMANT ACCOUNTS***

Trading accounts in which there have been no transactions (trading / withdrawals / deposits), for a set period of six (6) months, will be considered by the Company as being “dormant” accounts on the first business day after the six month period.

When a trading account is considered “dormant”, on the first day of the following month:

- All active bonuses will be deleted from the account
- A monthly maintenance fee of 10% of the (current) account balance, but not
- Less than € 25,00 (twenty-five Euros) and, not
- More than € 78,90 (seventy-eight Euros and ninety Cents) will be charged
- Should the available balance on the dormant account be less than € 25,00 (twenty-five Euros) the remaining balance on the account will be charged.

The liquidation of active bonuses (as stated under 30.2.) and the maintenance fee (as stated under 30.2.) will happen on the first business day(s) of the month following the six months inactivity period.

We reserve the right to charge the monthly maintenance fee on any other business day in which the customer is considered “dormant” at the beginning of the month and may charge multiple maintenance fee retrospectively at once.

There will be no charge if the account balance is zero.

### ***AML PROCEDURES***

No person shall abuse this website for the purpose of money laundering. The Company employs best-practice anti-money laundering (AML) procedures. The Company reserves the right to refuse to do business with, to discontinue to do business with, and to reverse

the transactions of, customers who do not accept or conform to the following AML requirements and policies.

### ***COMPLAINTS PROCEDURE***

The Company will put in place internal procedures for handling complaints fairly and promptly. The Client may submit a complaint to the Company via email.

### ***CONFLICT OF INTEREST***

The Company will make all reasonable efforts to avoid conflicts of interest and when they cannot be avoided the Company shall ensure that clients are treated fairly and at the highest level of integrity and that their interests are protected at all times.

### ***LEGAL RESTRICTIONS***

Without limiting the foregoing, you understand that laws regarding financial contracts vary throughout the world, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency with regards to the use of the website.

For avoidance of doubt, the ability to access our website does not necessarily mean that our Services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.

You act for yourself and not as a representative or a trustee of any third person, unless you have produced, to the satisfaction of the Company, a document and/or powers of attorney that enables you to act as representative and/or trustee of any third person.

You agree and understand that in the event that the Company has such proofs that are adequate to indicate that certain amounts, as classified above, received by you are proceeds from illegal acts or products of any criminal activity and/or belonging to a third party, the Company reserves the right to refund these amounts to the sender, either this being the Client or a beneficial owner. Furthermore, you also agree and understand that the Company may reverse any transactions performed in your Trading Account and may terminate this agreement. The Company reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to the Company by you as a result of such an event.

You understand and accept that all transactions in relation to trade in any of the Financial Instruments, will be performed only through the Trading Platform provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever

You guarantee the authenticity and validity of any document handed over by you to the Company

### ***OUR RIGHTS IN YOUR ACCOUNT***

We reserve the right in our sole discretion to refuse, cancel the Services, and/or refuse to distribute profits to anyone for any legitimate reason including, but not limited to: (a) if we have cause to believe that a person's activities on the website may be illegal; (b) if we may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities; (c) if one or more transactions on the website are judged by us to have been performed in violation of this Agreement;

(d) when we can legitimately assume that the information provided by the customer, regarding his identity, including e-mail address is not in accordance with the facts  
You understand and agree that we may restrict the trade, the payments, the services or any other aspects concerning your account, should that be necessary. This comprises, among other things court decisions, provisions by tax and enforcement authorities as well as other restrictions caused by other official requirements.

### ***INTELLECTUAL PROPERTY***

You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all Intellectual Property Rights on the Company are the property of The Company or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the website. You will not obtain any intellectual property rights in, or any right or license to use such materials or the website, other than as set out in this Agreement.

You also agree not to copy, record, edit, alter or remove any of the materials on the Company website. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on the The Company website.

Images displayed on the website are either the property of The Company or used with permission. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of The Company.

### ***APPLICABLE LAW, JURISDICTION***

This Agreement and all matters arising under it shall be governed by the applicable laws of England and Wales without regard to choice of law rules. Except for seeking injunctive relief, with regards to any dispute arising in connection to this Agreement, the Parties consent to submit the dispute exclusively to confidential arbitration proceedings by a sole arbitrator under the ICC Rules in London, whose decision shall be made within 30 days and shall be final and binding. Arbitration shall be conducted in the English language. This clause explicitly sets exclusive jurisdiction to said arbitration process, and neither party shall be entitled to submit and dispute to the courts of its domicile. Each party shall bear equal portion of the arbitration expenses.