

# **Client Agreement. Terms & Conditions**

## **Last updated in October 2024**

**Uptrend Ltd**

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

1.	General provisions .....	3
2.	Product Governance essentials .....	4
<b>PART ONE – THE TRADING PLATFORM .....</b>		<b>7</b>
1.	Restrictions on the Users .....	7
2.	License and Provision of Trading Platform .....	7
3.	Intellectual Property .....	8
4.	Use of the Trading Platform .....	9
5.	Safety .....	10
<b>PART TWO – CLIENT ACCEPTANCE AND INVESTMENT SERVICES .....</b>		<b>11</b>
6.	Application and Commencement .....	11
7.	Client Classification .....	11
8.	Assessment .....	12
9.	Services .....	13
10.	Consent to electronic transmission of confirmation and account information 14	
11.	Advice and Commentary .....	14
12.	Placement and Execution of Orders .....	15
13.	Decline of Client’s Orders .....	16
14.	Events of Default .....	17
15.	Trade Confirmations .....	19
<b>PART THREE – CLIENT MONEY AND CLIENT ACCOUNT .....</b>		<b>19</b>
16.	Client Money Handling Rules .....	19
17.	Client Accounts, Deposits and Withdrawals .....	20
18.	Currency Conversions .....	22
19.	Inactive and Dormant Client Accounts .....	22
20.	Netting and Set-Off .....	23
21.	Investor Compensation Fund Information .....	23
<b>PART FOUR – GENERAL TERMS AND CONDITIONS OF THE RELATIONSHIP BETWEEN THE PARTIES .....</b>		<b>23</b>
22.	Language .....	23
23.	Communications and Written Notices .....	24
24.	Third party relationships .....	25
25.	Personal Data, Confidentiality, Recording of Telephone Calls and Records .....	25
26.	Information and access to personal data .....	27
27.	Right to lodge a complaint with a supervisory authority .....	27

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

28.	Amendments.....	28
	<i>Amendments of the Agreement</i> .....	28
	<i>Natural Person</i> .....	29
	<i>Legal Entity</i> .....	29
	<i>Review of Costs</i> .....	29
	<i>Review of Classification</i> .....	29
29.	Termination and Results of Termination.....	30
30.	Force Majeure .....	31
31.	Limitations of Liability and Indemnity.....	32
32.	Representations and Warranties.....	34
33.	Complaints and Disputes .....	36
34.	Applicable and Governing Law and Applicable Regulations .....	36
35.	Severability.....	36
36.	Non-Exercise of Rights .....	37
37.	Assignment .....	37
38.	Authorized Representative.....	37
39.	Fees and Financial Benefits.....	38
<b>PART FIVE – DEFINITIONS</b> .....		38
40.	Interpretation of Terms .....	38
<b>APPENDIX ONE - CFD TRADING TERMS</b> .....		44
1.	Scope .....	44
2.	Types of CFD Orders.....	44
3.	Execution of Orders .....	44
4.	Quotes.....	45
5.	Stop Loss Orders, Trailing Stop and Expert Advisor .....	46
6.	Expiry .....	47
7.	Premiums .....	47
8.	Spreads.....	48
9.	Margin Requirements.....	48

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## 1. General provisions

1.1. By opening and validating your trading account on the Platform, you enter into this Agreement with us, which is effective for you immediately thereafter, and you expressly agree to its terms contained herein and to the Company's Terms and Conditions provided together with The contract, as well as the conditions contained in the following documents: "Terms of Use of the Website", "Privacy Policy", "Information for Clients on Anti-Money Laundering Procedures", "Execution of Orders in the Best Interests of the Client Policy", "Conflict of Interest Policy", " Privacy Policy", "Risk Disclosure Statement and Client Warning", "Customer Best Interest Execution Policy", "Complaint Management Policy", "Investor Compensation Fund Information", "Customer Categorization Policy", "Tariff" and "General Terms and Conditions for Promotions" (if currently applicable) found on Our Website - all of which generally govern the trading and legal relationship between us and you. The documents in the first sentence have been prepared in accordance with the Law of MFI, Delegated Regulation (EU) 2017/565 and Ordinance No. 38 on the requirements for investment intermediaries and contain the necessary information that we, as an investment intermediary, must provide to our clients, in accordance with the requirements of the Law. The Agreement and related documents referred to herein shall be deemed, by virtue of this provision, to be one single document provided to You on a durable medium and publicly available on Our website. It is your duty and responsibility to read, understand and download/save it before opening and verifying your trading account.

1.2. You are informed of your right to receive any change from our information on paper, but you agree, if you do not specifically request that this information (including information about in the documents under item 1.1.) be provided electronically to the personal email address you have indicated. For changes to the General Terms and Conditions you will have to monitor yourself during your visits to Our Website, in case you do not accept the changes that we have made, you can stop using Our Website and/or terminate the Agreement in accordance with item 29.1 below.

1.3. The Client confirms and consents that before entering into an agreement with the Company as specified above, has read and understood the Risk Disclosure Statement and Warning Notice as well as the Personal Data the Company collects and the purposes it is collected and the Key Information Documents (KIDs) which explain the instruments, their risks levels and other essential specifics that the Client must know before engaging into any kind of trading activity with risky products such as CFDs.

1.4. If you decide to download our software to use the trading demonstration then your obligations hereunder contained within this Client Agreement (to the extent relevancy), apply to you as well even if you do not become our Client after all.

1.5. This Agreement, together with the documents referred to in item 1.1., which may accordingly be periodically amended unilaterally by us, determine the rules according to which we will offer you our services, and in addition they include important information which, as a licensed Bulgarian investment intermediary is required to provide each customer. For this reason, you should carefully read everything listed in item 1.1. documents, which you should therefore regard as an integral part of the Contract, as well as all other letters and notices sent by us to you and ensure that you understand them well.

1.6. The Company is authorised and regulated by the Bulgarian Financial Supervision Commission ("FSC") as a Bulgarian Investment Firm, with License № PF-03-110, to offer certain investment and ancillary services and activities in relation to certain financial instruments.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

1.7. The Company operates under the Markets in Financial Instruments Act and Ordinance 38 of FSC.

1.8. This Agreement is subject to the Distance Marketing of Financial Services Act which transposes Directive 2002/65/EC and any subsequent amendments, according to which the Agreement does not require signature and has the same legal effect as the regularly concluded agreement. The company is registered in Bulgaria under the Commercial Law with registration number UIC: 121527003. The address of registration is Republic of Bulgaria, Sofia, Lozenets, 51A Nikola Y. Vaptsarov Blvd.

1.9. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Tied Agents.

1.10. The meaning of certain more specific and/or recurring terms in the Agreement is set out in clause 40 below.

1.11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and any of their successors and assigns.

1.12. The contract is concluded at a distance by exchanging electronic statements signed with an electronic signature according to item 13 of The Law on Electronic Document and Electronic Signature.

1.13. To avoid doubt, once you register as a user of the Trading Platform, you also agree to be bound by this Agreement, which will continue to be binding on you after it becomes effective for us, subject to clause 6.4. Therefore, we recommend that you read this Agreement carefully, as well as any other notices, emails or documents that we send you.

1.14. Provided that you fulfil your obligations under the Agreement, we may enter into transactions with you with CFDs on securities, currencies, indices, commodities, base and precious metals, etc. We will enter into all transactions contemplated by the Agreement as the holder and not as Your agent. We will treat you as our Client and you agree to enter into contractual relationships for all transactions as the principal and not as an agent of another person.

1.15. If you are a person with whom we do not meet in person to enter into this Contract and instead our communication takes place via a website, by telephone or by written correspondence (including e-mail), then the conditions for signing a contract at a distance apply, at - often by exchanging electronic statements signed with an electronic signature according to Art. 13 of the Law on the Electronic Document and Electronic Signature or through another form without the presence of the Client according to the current General Terms and Conditions of the Company and in accordance with the requirements of the current legislation. Physical signing of the Agreement is not mandatory, but if you wish to have it signed, you may print and sign two copies of the Agreement and return them to us. We will keep one copy for our records and return the other, signed by us, to you.

1.16. The contract enters into force for us under the conditions of item 6.4.

## **2. Product Governance essentials**

### **2.1 Target Market**

Trading in CFDs offered by the Company will not be appropriate for everyone and we would normally expect the product to be utilized by persons to whom some or all of the following criteria apply:

- Persons who have an acceptable level of knowledge and/or experience to understand

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

the characteristics of CFDs and risks associated with trading on margin;

- Persons who have ability to bear 100% loss of all funds invested;
- Persons who have a high-risk tolerance; and
- Persons who intend to use the product for short-term investment, intraday trading, speculative trading, portfolio diversification and/or hedging of exposure to an underlying asset.

## 2.2 Risks

The value of the financial instruments which you gain an exposure in via a CFD (or other similar products) position may increase and/or decrease. You should make sure you fully understand the risks involved in trading CFDs (and related products) and take appropriate advice if necessary. CFD trading carries a higher degree of risk than ordinary share dealing and may not be suitable for every customer. A further detailed explanation of the risks associated with trading on the Trading Platform is set out in the Risk Disclosure Statement which can be found by clicking on the Terms and Agreements section of our website. ('Legal')

You have no influence on any of the underlying financial instruments. Trading in CFDs does not give you any rights to the underlying instrument of the trade. This means, for example, that you do not have the right to buy shares that are the underlying instruments of the relevant CFD, as CFDs only represent a nominal value.

## 2.3 Your Transactions are your responsibility.

We do not and will not provide any advice in relation to a transaction, your portfolio or trading strategies. This means that we will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular transactions, any tax consequences or the composition of any Account or any other rights or obligations attaching to such investments or transactions. Therefore, you must rely on your own judgment in deciding to enter into or close a transaction.

## 2.4 The importance of Margin

Before you are allowed to enter into a transaction, you will generally be required to deposit money with us (known as "Margin" or "Balance"). This Margin will be calculated as a proportion of the overall Transaction value. This means that you will be using 'leverage' or 'gearing' and this can work for or against you. For example, a small price movement in your favour can result in a high return on the Margin placed for the CFD, but a small price movement against you may result in substantial losses. Margin is to protect you and us against adverse movements in your Transactions which result in you operating a running loss and/ or owing money in relation to the said positions because the prices have moved against you since you opened them.

We are not obligated to make a Margin Call and you are responsible for always maintaining appropriate arrangements with us for the communication of Margin Calls. In some circumstances and at the sole discretion of the Company, a Margin Call will not occur if your equity (cash on account with us and value of open positions) falls below the Margin Requirement.

If we allow you to continue to trade or to allow your open Positions to remain open, this may result in you incurring further losses.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## 2.5 Trading and resultant Transactions are not carried out on an exchange or market

The trading you conduct on the Trading Platform is not conducted on an Exchange or a market. We act as counterparty (which means the other side) to the Transactions conducted on the Trading Platform which means that we act as the buyer when you offer to Sell an Instrument and the seller when you offer to Buy an Instrument. Further detail in relation to how we calculate our prices is set out in our Summary of Best Interest and Order Execution Policy.

## 2.6 You must act only for yourself ('as principal') and not on behalf of others

We will deal with you on the basis that you act as principal and not as agent for any undisclosed person (including as hidden proxy or as representative by virtue of some other transaction). This means that, unless we have otherwise agreed in writing, we will treat you as our Client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether you identify that person to us or not, we will not accept that person as an indirect customer of ours and we will accept no obligation to them unless otherwise specifically agreed in writing. In addition, if a person other than you operates the account on your behalf, this will give us grounds to immediately terminate the Agreement and terminate your ability to enter into any transactions and close your open positions.

## 2.7 Conflict of Interests

We provide the Trading Platform for dealing in CFDs and do not carry out any competing activities which could give rise to a conflict of interest with Clients or between Clients. At no time can the interests of a Client be harmed by the exchange of information or any other factor as envisaged under Article 23 of the EU Markets in Financial Instruments Directive of the EU MIFID II 2014/65/EU. For further information please refer to our "Conflict of Interest Policy" which is part of the User Agreement and is located on our website.

## 2.8 Fees

Spreads, fees, interests and other charges will be payable by you when you trade using the Trading Platform. These charges will reduce your trading net profits (if any) or increase your losses. For further details please refer to Part Three of this agreement.

## 2.9 Complaints

We take complaints very seriously and have in place internal procedures, in accordance with FSC rules, for ensuring that any complaint we receive is dealt with promptly and fairly. If you would like to make a complaint, please contact us, as for more details, please refer to Article 33 "Complaints and Disputes" contained in Part Four of this Agreement. The Complaints Management Policy can also be found on the page in the Legal section of Our Website.

## 2.10 Investor Compensation Fund ("ICF") for the clients of Bulgarian Investment Firms ("BIFs") and Client money protection

Under Bulgarian law retail clients are afforded the highest possible level of protection and are covered by Investor Compensation Fund ("ICF") for the clients of Bulgarian Investment Firms. For further details please refer to Article 21 below and our Website. For more information about client categorisation, please refer to Article 7 and on our Website .

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

We will treat money received from you or held by us on your behalf as Client Money in accordance with the relevant FSC Rules. We and any third party who we authorise to hold your money will deal with us in accordance with those rules and hold it in a segregated bank account, alongside the money of our other clients. For further information concerning safeguarding of client funds please refer to Article 16.

## **PART ONE – THE TRADING PLATFORM**

### **1. Restrictions on the Users**

1.1. Without prejudice to the Company's right to refuse to provide Services hereunder or make its Trading Platform available to any person, the Trading Platform is not intended for use by a person:

- a) who is under the age of 18 years old or is placed under interdiction;
- b) who resides in any country where such use would be contrary to local law or regulation or religion. The Trading Platform and our Service hereunder are not intended to persons residing in any country where CFD trading activity or other such services would be contrary to local law or regulation or religion. It is your responsibility to comply with any local law or regulation to which you are subject to;
- c) who is a US Reportable Person, in accordance with FATCA;
- d) who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

1.2. The Company's website and/or Trading Platform do not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which are not authorized or to any person to whom it is unlawful to make such an offer or solicitation. Access to, or use of the Company's website, services or Trading Platform and the offering of financial contracts through the Company's website or Trading Platform, may be restricted in certain jurisdictions and accordingly, Clients accessing the Company's website or Trading Platform are required to observe, such restrictions.

1.3. Without prejudice to the Company's right to refuse to provide Services hereunder or make its Trading Platform available to any person, the Trading Platform may have leverage restrictions on some instruments of for some jurisdictions. Such restrictions are volatile due to regulatory requirements and risk mitigation measures to ensure the investors protection. For more information, please contact our support team.

### **2. License and Provision of Trading Platform**

2.1. Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited license, which is personal, non-transferable, non-exclusive and fully recoverable, to use the Trading Platform(s) (including the use of the Website and any associated downloadable software available on our Website periodically), solely for personal use and benefit in order to place Orders in a particular Financial Instrument(s) in accordance with the terms of this Agreement. Should the Agreement be terminated for any reason, the license will automatically be revoked and the Trading Platform software must no longer be used by the Client.

2.2. If any third-party software is included within the Trading Platform, then such third-party

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97



software shall be provided subject to the terms of this Agreement. The Client shall fully comply with the terms of any third-party software licenses that the Company may provide him with periodically.

2.3. The Company reserves any and all rights to the Trading Platform not expressly granted to the Client by this Agreement. Rights to the Trading Platform are licensed to the Client by the Company and not sold. All rights to the Trading Platform shall remain the property of the Company.

2.4. The Client will not, whether by act or omission, do anything that will or may violate the integrity of the Trading Platform or cause it to malfunction. The Company has the right to shut down the Trading Platform(s) at any time for maintenance purposes without prior notice to the Client. This will be done only in weekends, or in urgent cases. In these cases the Trading Platform(s) will be inaccessible.

2.5. Periodically, acting reasonably, the Company shall have the right to add to, modify, or remove the Trading Platform or parts of it, without liability under this Agreement. In such a case, it shall use reasonable endeavours to replace any part of the Trading Platform with an equivalent where practicable.

2.6. We make no express or implied representation:

a) that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades);

b) as to the operation, quality or functionality of the Trading Platform;

c) that the Trading Platform will be free of errors or defects; and

d) that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.

### **3. Intellectual Property**

3.1. The Trading Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics and data names are the sole and exclusive Intellectual Property ("IP") of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not grant the Client ownership rights in relation to the Platform, but only the right to use it according to the rules of the Agreement. Nothing in this Agreement constitutes a waiver of the Company's IP rights.

3.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website or Trading Platform(s).

3.3. It is understood that the Company may offer its Services under different trademarks and websites. The Company owns all the images displayed on its websites, the Trading Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.

3.4. The Client is permitted to store and print the information made available to him through the Company's Website or Trading Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish,

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.

#### **4. Use of the Trading Platform**

4.1. The Client agrees that he/she:

a) may only use the Trading Platform for as long as he/she is authorized to do so under the terms of the license granted hereunder;

b) will use the Trading Platform only for lawful purposes;

c) may not use the Trading Platform for any purpose other than for the purpose for which it has been provided under this Client Agreement;

d) is responsible for all transactions effected on his/her Client Account via the Trading Platform and the use of the Trading Platform (including the Access Data);

e) will logout from the Trading Platform should his/her access terminal be left unattended, to prevent unauthorized access to his/her Client Account.

4.2. It is absolutely prohibited for the Client to take any of the following actions in relation to the Trading Platform(s):

a) use any software, which applies artificial intelligence analysis to the Company's systems and/or Trading Platform(s).

b) intercept, monitor, damage or modify any communication which is not intended for him/her.

c) use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform(s) or the communication system or any system of the Company.

d) send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.

e) do anything that will or may violate the integrity of the Company's computer system or Trading Platform(s) or cause such system(s) to malfunction or stop their operation.

f) unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform(s).

g) perform any action that could potentially allow the irregular or unauthorized access or use of the Trading Platform(s).

h) carry out any commercial business on the Trading Platform(s), unless specifically allowed by us in writing.

4.3. Should the Company reasonably suspect that the Client has violated the terms of paragraph 4.2., it is entitled to take one or more of the counter measures of paragraph 14.2. of this Agreement.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

4.4. The Client is fully responsible for providing and maintaining compatible equipment necessary to access and use the Platform, which includes at least a personal computer or mobile phone or tablet, access to mobile or optical Internet. Internet access is a very important requirement, and the Client is fully responsible for the charges necessary for an Internet connection.

4.5. The Client represents and warrants that they have installed and implemented appropriate safeguards regarding the security and integrity of their computer or mobile phone or tablet, and that they have taken appropriate measures to protect their system from computer viruses and other similar harmful or inappropriate materials, devices, information and data that could harm Our Website, Platform or other Company systems. The Client undertakes to protect the Company from unlawful transmissions of a computer virus or other similar harmful or inappropriate material on the Platform from his/her personal computer, mobile phone or tablet.

4.6. The Company will not be liable to the Client should his/her computer system or mobile phone or tablet fail, damage, destroy and/or format his/her records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his/her hardware configuration or mismanagement, the Company shall not be liable.

4.7. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Trading Platform(s).

4.8. The Company agrees to hold harmless the Client from losses on his Client Account in the event that the Trading Platform is 'hacked', or any unauthorized use of a Client Account's Access Data occurs which is due to the negligence of the Company. Likewise, the Client shall hold harmless the Company from losses in the event that his/her Client Account is hacked or associated unauthorized use of his Access Data occurs due to his/her negligence.

## **5. Safety**

5.1. When you first access the Trading Platform you will be asked to enter your Access Data, which is confidential and you agree to keep secret and not to disclose to any third person.

5.2. The Client agrees to notify the Company immediately if he/she knows or suspects that his/her Access Data or Client Account number have or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

5.3. The Client agrees that he/she will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his/her Access Data.

5.4. The Client acknowledges that the Company has no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties using the internet or other network communication facilities, post, telephone, or any other electronic means.

5.5. If the Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorized third parties, the Company may, upon informing the Client, deactivate the Client Account.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## **PART TWO – CLIENT ACCEPTANCE AND INVESTMENT SERVICES**

### **6. Application and Commencement**

6.1. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company after having carried out the necessary checks on the information and documents provided by the Client in order to properly fulfil the legal requirements, including categorization, assessment of expediency and appropriate service, assessment of the risk profile according to AML Act (Anti-Money Laundering Measures Act), designation as a resident for tax purposes according to TIPC (Tax and Insurance Procedural Code) and other obligations described in our internal rules and documents.

6.2. It is understood that the Company is not required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including, without limitation, anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied.

6.3. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries due to the requirement under Applicable Regulations for a BIF to take a risk-based approach when performing due diligence on Clients.

6.4. The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Client Account has been activated and will continue unless or until terminated by either party in accordance with Article 29.

### **7. Client Classification**

7.1. According to Applicable Regulations, the Company must classify its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. In this regard, for the purposes of categorization, the Client fills in data in the Account Opening Application regarding his experience and knowledge in the field of investments in relation to the specific type of service or Financial Instrument and, based on the information received, the Company makes an assessment of the appropriateness of the service provided.

7.2. Where the Company treats a Client as a Retail Client, the Client is entitled to more protections under the Law, than if the Client was treated as a Professional Client. It is assumed that the Client is notified and informed of the existing Fund for Compensation of Investors in Financial Instruments, which provides compensation to the Clients of the Company in the event that it is unable to fulfil its obligations to Clients, due to reasons directly related to its financial condition (opening of bankruptcy proceedings or revocation of the Company's license due to deteriorating financial condition and inability to fulfil its obligations). In addition, the Client agrees that he/she is aware of the fact that claims arising due to the Company's inability to return Client assets (securities, financial instruments, money, etc.) are compensated and that the amount of compensation is up to 90% of the value of the claim, but not more than BGN 40,000. The Client is aware of and agrees to the current "Customer Categorization Policy".

7.3. It is understood that under the Law, the Company has the right to change its policy and

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

accept other categories of Clients as well and hence review the Client's Classification and change his/her Classification if this is deemed necessary (subject to Applicable Regulations and appropriate notification to the Client).

## **8. Assessment**

8.1. In providing execution of Client Orders services to the Client, the Company is obliged under Applicable Regulations to seek information from the Client or the potential Client regarding his knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he/she provides insufficient information regarding his/her knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him/her.

8.2. In case the Company, based on the information provided by the Client, decides that the service or product is not appropriate for the Client, this will be notified to the Client immediately using a standardized warning. In case the Client does not provide the necessary information for the performance of the appropriateness test, the Company will prepare and send to the Client a standardized warning informing the Client that the Company is unable to assess whether the service or product is appropriate for him/her. It is then up to the Client to decide whether he/she will proceed with his/her trading activity.

8.3. The Company shall assume that information about the knowledge and experience provided by the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

8.4. If you elect not to provide the information required to allow us to assess appropriateness, or if you provide insufficient information, we may be unable to determine whether the Trading Platform is appropriate for you and therefore have to decline your application to open a Trading Account.

8.5. Based on the information you provided us to assess appropriateness, your Client categorization and the legal requirements applicable at the moment, you will be limited to a set maximum for leverage level, from which you could go lower, but not higher.

The selected level will set the maximum leverage in your account, therefore, certain instruments may have lower leverage. When establishing the maximum levels of leverage when opening a position by a non-professional investor, the Investment Intermediary will adhere to the restrictions of the European Securities and Markets Authority (ESMA) in connection with the measures under Art. 40 of Regulation (EU) 600/2014 (MiFIR). You can find information about the leverage per instrument in the Trading Platform.

Leverage thresholds for opening a position are between 30:1 and 2:1, with this ratio varying depending on the volatility of the underlying asset:

30:1 for major currency pairs;

20:1 for non-major currency pairs, gold and major equity indices;

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

10:1 for commodities other than gold and non-core equity indices;

5:1 for individual equity instruments and other underlying assets not mentioned elsewhere;

2:1 for cryptocurrencies.

You can find information on the leverage for individual instruments in the Trading Platform.

## **9. Services**

9.1. Trading with the Company involves the provision of the following investment and ancillary services from the Company to the Client, subject to the Client's obligations under the Agreement being fulfilled:

### **Investment Services:**

I.Reception and transmission of orders in relation to one or more Financial Instruments;

II.Execution of orders on behalf of Clients; and

III.Dealing on Own Account with Financial Instruments.

### **Ancillary Services:**

I.Safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services such as cash/collateral management;

II.Granted credits or loans to an investor to allow him to carry out a transaction in one or more Financial Instruments, where the firm granting the credit or loan is involved in the transaction;

III.Foreign exchange services where these are connected to the provision of investment services.

9.2. The Company may enter into Transactions with the Client in Instruments specified on the our Website and Trading Platform.

9.3. The Clients shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.

9.4. The Client understands that no physical delivery of a CFD's underlying instruments that he/she traded through his/her account shall occur.

9.5. It is understood that when trading in CFDs, the Company 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.

9.6. The Company is entitled to refuse the provision of any investment or ancillary service to the Clients, at any time, without being obliged to inform the Clients of the reasons to do so in order to protect the legitimate interests of both the Client and the Company.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## **10. Consent to electronic transmission of confirmation and account information**

You hereby consent to your Trading Account information and trade confirmations being available on the internet via the Trading Platform instead of having such information delivered to you by mail or email. You will be able to access account information through the Trading Platform using your account credentials. We will display your funds as well as all your account activity. You will be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on your Trading Account. Posting of Trading account information on your online account will be deemed delivery of confirmation and account statements. At all times, Trading account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margins, amounts available for trading, statements of profit and loss, as well as current open and pending Positions. You may revoke your consent under this Section at any time by closing your Trading Account in accordance with this Agreement.

## **11. Advice and Commentary**

11.1. The Company will not advise the Client about the merits of a particular Order or give him/her any form of investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction. The Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets.

11.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

11.3. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

- a) The Company will not be responsible for such information.
- b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
- c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any restricted person or restricted category of persons.
- e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.

11.4. It is understood that market commentary, news, or other information provided or made

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

available by the Company are subject to change and may be withdrawn at any time without notice.

## **12. Placement and Execution of Orders**

12.1. The Company may from time to time accept Client Orders in different ways such as on the Trading Platform, via telephone call and any other methods at the Company's discretion.

12.2. The Client may place Orders with the Company on the Trading Platform and via telephone call, by using his Access Data and provided all the Essential Details are given in both cases. Orders via facsimile transmission need to bring the signature of the Client and all Essential Details.

12.3. The Company is entitled to refer to and act on any Order submitted on the Platform or by telephone using the Access Data. The Company endeavours to minimize the possibility of placing an order by telephone and to avoid accepting orders in a manner other than in person, through the Access Platform, where the Client uses personalized access details and submits an order independently.

12.4. Orders are executed according to the "Summary of Best Interest and Order Execution Policy", which is binding for the Client.

12.5. However, when there is a specific instruction from or on behalf of a Client for the execution of an Order, the Company shall arrange – to the extent possible – for the execution of the Client order strictly in accordance with the specific instruction. It is noted that the specific instruction may prevent the Company from taking the steps designed and implemented in the Policy to obtain the best possible result for the Client. Trading rules for specific markets or market conditions may prevent the Company from following the explicit instructions from the Client.

12.6. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

12.7. Orders may be placed during the Company's normal business hours, as indicated on the Platform and/or on Our Website, as may be accordingly occasionally amended.

12.8. The Company offers, through its website, the opportunity for the Client to open a demo account. The Client is notified and understands that the execution in the demo environment where a demo account operates might differ from the environment of a live account.

12.9. The Client acknowledges and agrees that the Company may, in its sole discretion, add, remove or suspend from the Trading Platform, any Instrument, on any market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, MBO, nationalization, de-listing, etc.) or if no Clients' Positions are held in a particular Instrument at that time. Additionally, in the event the Company is no longer able to continue to provide an instrument in its existing format, we reserve the right, in our sole discretion, to amend the content or terms of an instrument including its expiry date, trading hours or any other parameters in the instrument details tab by providing the Client with notice.

12.10. You agree that we may hedge or otherwise offset any transaction with other third parties in order to offset any liability or risk associated with any of your Transaction(s) you undertake with us. You acknowledge that we may, in our sole discretion, but always acting reasonably and in accordance with our regulatory obligations, amend the Content or terms of an instrument.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97



12.11. Please remember that in order to open a Transaction on the Trading Platform, you must either open a Buy (Long Position) or a Sell (Short Position), at the price quoted on the Trading Platform at the time of such Transaction. In order to close a Transaction, you must either offer to Sell (in the case of a Long position), or Buy (in the case of a Short position), the Instrument covered by such open Transaction, at the price quoted by the Trading Platform at the time of such closing. Transactions or open Positions cannot be transferred to other CFD providers or their trading platforms. Full details of our "Summary of Best Interest and Order Execution Policy", which is part of the Agreement, can be found on the website.

12.12. The Trading Platform will provide a Buy quote and a Sell quote for each Instrument traded on the Trading Platform. Transactions can only be accepted during the Trading Hours specified for each Instrument. You confirm that you understand that when opening a Buy (Long position) or closing a Sell position, you can only do so at the purchase price indicated on the Trading Platform, which is the Sell price in the relevant quotation. You further confirm that you understand that when opening a Sell (Short position) or closing a Buy position, you can only do so at the Sell price quoted on the Trading Platform for the relevant instrument, which is the Buy price in the relevant quote.

12.13. On the Trading Platform, you shall be entitled to make an offer to open a Transaction at the best available price on the Trading 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 Trading Platform. If you choose to open a Market Order, your order will be accepted at the next available price offered on the Trading Platform, as defined by our "Summary of Best Interest and Order Execution Policy".

12.14. Placing an Order does not guarantee that a Transaction will be entered into under the exact same terms that exist when the Order is placed. Similarly, with respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact price displayed when the Order is submitted. The requested rate of a Limit Order is not guaranteed as the rate (price) can change by more than 1 pip at a time. You understand that the Company has the right to execute your Limit Order while considering the conditions offered on the instrument, including but not limited to the leverage ratio, at the time the Order is executed, rather than the conditions offered on the instrument at the time the Order was placed. At any time prior to execution of a Limit Order, you may cancel it without any further liability. If you choose to open a Limit Order, your order will be executed once the requested rate is reached or surpassed, as defined by our "Summary of Best Interest and Order Execution Policy". As in certain circumstances, the margin requirements might increase from the time the Order was placed to the time the offer was accepted, although we will take steps to notify you about the increase, it is your responsibility to monitor your account and ensure that the available equity is sufficient to cover the margin required, in accordance with Section 9 of the Appendix 1.

12.15. You agree that if your Order to Open a position is accepted by us outside of trading hours, it may not be executed if there are no trades in the relevant market at the relevant price after trading commences.

### **13. Decline of Client's Orders**

13.1. The Company is entitled to decline a Client's order if any of the conditions set out in the Agreement is breached or in any of the cases described in clause 13.2 below, before the order is processed by the Company. However, if the Company executes a Client's order and then becomes

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

aware of any breach of the conditions set out in the Agreement, the Company may proceed with the cancellation of the Client's order.

13.2. The cases referred in clause 13.1. are as follows:

- a) Internet connection or communications are disrupted.
- b) In consequence of request of regulatory or supervisory authorities in Bulgaria or a court order or antifraud or anti-money laundering authorities.
- c) Where the legality or genuineness of the Order are under doubt.
- d) A Force Majeure Event has occurred, according to paragraph 30.
- e) In an Event of Default of the Client as described in paragraph 14.1 below.
- f) The Company has sent a notice of Termination of the Agreement to the Client.
- g) The system of the Company rejects the Order due to trading limits imposed.
- h) Under Abnormal Market Conditions.
- i) The Client does not hold adequate funds in his Balance for the specific Order or the Balance has gone to zero.

#### **14. Events of Default**

14.1. Each of the following constitutes an "Event of Default":

- a) The failure of the Client to perform any obligation due to the Company.
- b) The Client is unable to pay the Client's debts when they fall due.
- c) Where any representation or warranty made by the Client in paragraph 29 is or becomes untrue.
- d) The Client (if the Client is a natural person) dies, is placed under interdiction or is declared missing.
- e) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 14.2.
- f) An action set out in paragraph 14.2 is required by a competent regulatory authority or body or court.
- g) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- h) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Bulgaria or other countries having

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.

i) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.

j) The Company reasonably suspects that the Client performed a prohibited action as set out in paragraph 5.2.

k) The Company reasonably suspects that the Client has carried out trading:

- which can be characterized as excessive without legitimate intent, to profit from market movements;
- while relying on price latency or arbitrage opportunities;
- which can be considered as market abuse; and
- during Abnormal Market Conditions.

l) The Company reasonably suspects that the Client opened the Client Account fraudulently.

m) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

n) The Company reasonably suspects that the Client's order may constitute an abusive exploitation of privileged confidential information.

14.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions as deemed appropriate under the circumstances:

a) Terminate this Agreement.

b) Close any Open Positions.

c) Temporarily or permanently restrict access to the Trading Platform(s) or suspend or prohibit any functions of the Trading Platform(s).

d) Reject or Decline or refuse to transmit or execute any Order of the Client.

e) Restrict the Client's trading activity.

f) In the case of fraud, forgery or use of stolen cards reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country, or of the credit card company or of another financial institution.

g) Cancel or reverse any profits gained through abusive trading of paragraph 14.1. (k) and (n) or the application of artificial intelligence on the Client Account or in case of the use of stolen cards, forgery, fraud or when the Client engaged into a criminal activity or money laundering.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

- h) Take legal action for any losses suffered by the Company.
- i) Cancel or revoke any Bonuses awarded.

## **15. Trade Confirmations**

15.1. The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Trading Platform(s), which will provide him with sufficient information to comply with FSC's rules in relation to Client reporting requirements.

15.2. If the Client has a reason to believe that the information included on his Client Account is incorrect or if the information is not included on his Client Account, the Client shall contact the Company within ten Business Days from the date the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him/her and shall be deemed conclusive.

## **PART THREE – CLIENT MONEY AND CLIENT ACCOUNT**

### **16. Client Money Handling Rules**

16.1. The Company will promptly place any Client money it receives into one or more segregated account(s) with reliable credit institutions (banks) and the Client funds will be segregated from the Company's own funds and cannot be used in the course of its business activity.

16.2. The Company may hold Client money and the money of other Clients in the same bank account (omnibus account), according to applicable regulations.

16.3. When the Company will be using a credit institution outside Bulgaria it will exercise all due skill, care and diligence in the selection, appointment and periodic review of the relevant institution where the funds will be placed and the arrangements it will use for the segregated holding of the Clients' funds. The Company will consider the expertise and market reputation of such institutions with the view to ensuring the protection of the Clients' rights, as well as any legal or regulatory requirements or market practices related to the holding of Client funds that could adversely affect the Clients' rights.

16.4. It is agreed that the Company shall have the right to transfer the Client Money to successors or assignees or transferees or buyers, with 15 Business Days prior Written Notice to the Client for the purposes of paragraph 34.2. of the Client Agreement.

16.5. The Company shall have a general lien on all funds held by the Company on the Client's behalf until the satisfaction of his/her obligations.

16.6. The Client agrees and acknowledges that the Company is covered by the Investors Compensation Fund (ICF), established in Bulgaria, and he/she may be entitled to compensation from the ICF if the Company cannot meet its obligations for reasons directly related to its financial state.

16.7. The Client agrees that the Company will not be held liable or have any further obligation in the event that any credit institution with which Segregated Funds are held defaults in its obligations.

16.8. Periodically, but at least once a year, the Company performs a careful review of its

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

choice of credit institutions and the conditions under which it holds the Clients' funds.

## **17. Client Accounts, Deposits and Withdrawals**

17.1. The Company shall open one or more Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments.

17.2. It is understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts can be found on the Company's Website and are subject to change at the Company's discretion and according to paragraph 28 hereunder.

17.3. The Client Account shall be activated upon the Client depositing the minimum initial deposit, the amount of which is set and accordingly may be changed by the Company unilaterally at its discretion. The minimum initial deposit may vary according to the type of Client Account offered to the Client and can be found on the Company's Website. An explicit condition for activating a Client Account is the collection of all necessary documents and information from the Client in accordance with the applicable legislation.

17.4. The Client may deposit funds into the Client Account at any time while this Agreement is in effect. Deposits will be made via the methods and in the currencies accepted by the Company. The detailed information about deposit options is shown on the Company's Website.

17.5. The Company shall have the right to request from the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client and/or block the Client Account in any of the following cases:

- a) if the Company is not duly satisfied as to the legality of the source of funds;
- b) if the Client fails to provide the Company with any relevant documents it requests from the Client for client identification purposes or for any other reason;
- c) if the Company reasonably suspects or has concerns that the submitted documents may be false or fake;
- d) if the Company reasonably suspects that the Client is involved in illegal or fraudulent activity;
- e) if the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen;
- f) where the Company reasonably considers that there is a chargeback risk or any other reason;
- g) when the Company is unable to verify the source of the funds;
- h) when the acquiring bank, issuer bank or any third-party processor or payment service provider rejected the transaction.

17.6. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that to perform the investigation the Client shall have to provide the Company with all the requested documents and certificates.

17.7. The Client may withdraw funds from his/her Client Account at any time. The Company shall make withdrawals of Client funds upon the Company receiving a relevant signed request from the Client through the Trading Platform(s) or email or in any other method accepted by the Company. The Trading Platform enables the Client to make withdrawal requests. The request is signed by the Client using his/her electronic certificate. Bank transfer of money can only be made in favour of the Client according to his/her personal bank details. When changing the bank details, the Client expressly provides information to the Company about his/her new bank details in writing (by written order or by email sent from the declared personal email for communication).

17.8. The Company shall process a Client withdrawal instruction if the following requirements are met:

- a) the withdrawal instruction includes all required information and identification details of the Client as may be required by the Company;
- b) the instruction is to make a transfer to the account from which the money was originally deposited in the Client Account or, at the Client's request, to another bank account belonging to the Client;
- c) the account where the transfer is to be made belongs to the Client;
- d) at the moment of payment, the Client's Balance exceeds or is equal to the amount specified in the withdrawal instruction including all payment charges;
- e) there is no Force Majeure event prohibiting the Company from effecting the withdrawal;
- f) the Client does not have any Open Positions or, in the case of any Open Positions, the remaining Balance in the Client Account shall be at least double the necessary Maintenance Margin required to keep the positions open;

17.9. It is agreed and understood that the Company follows the following procedures for processing withdrawal requests:

- a) After a registered and fully verified Client requests a withdrawal of funds to his bank account, the transfer is approved and processed the next working day, provided that the data provided in the request is complete and accurate;
- b) Once a registered and fully verified Client has requested a withdrawal to their debit/credit card originally used to deposit funds into their trading account, the transfer will be approved and processed on the next business day. The Company is obliged to return made deposits back to the card from which they originated. All winnings are deposited into a bank account in the name of the Client. As card transactions are processed through multiple banks, the Company may be unable to complete withdrawal requests to the cards originally used for deposit due to processing bank requirements. In such a case, the Company requests bank account details in the name of the Client.
- c) After a Client requests a withdrawal that will be processed through third parties, the Company requests additional information for identification and for the Client's account with these third parties. The withdrawal is completed within the next three days if the requested information is received.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

If the requested information is not received from the Client, the Company conducts an additional investigation.

17.10. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not make, under any circumstances, withdrawals to any other third party or anonymous account.

17.11. The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

17.12. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account with these charges.

17.13. The Client may send the request for internal transfer of funds to another Client Account held by him/her with the Company. Internal transfers shall be subject to the Company's policy which may be amended periodically.

17.14. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to suffer the loss. It is further understood that the Company shall not be liable for any mistakes of third-party payment service providers.

## **18. Currency Conversions**

18.1. If the Client deposits money in a different currency than the Currency of the Client Account, the Company shall convert the sum deposited into the currency of the Client Account. The Company shall do this at reasonable market rate and/or rate of exchange and/or bank that it considers appropriate. The Company has the right to charge the Client for the currency exchange or retain for itself a mark-up over the exchange rate for arranging the exchange according to information provided to the Client and periodically amended and published on the Platform and/or Our Website. The Company shall be entitled to charge the Client and obtain from the Client Account or from the deposited amount the expenses incurred regarding currency conversions for the Client, including commissions to banks, money transfer fees and commissions to intermediaries.

18.2. Depending on the currency used to deposit money in the Client Account, the Company may charge an amount in the form of a percentage of the amount deposited. If the Client pays in his card currency, the Company will be allowed to charge a fixed spread of 3%. The Company does not charge any conversion fees when the Client deposits in the following currencies: EUR, USD, GBP, BGN and CHF.

18.3. In the event of currency fluctuations, the Company will have no liability for any losses or damages incurred on the Client.

## **19. Inactive and Dormant Client Accounts**

19.1. Fees may be charged and payable by you because the Trading Platform is continually being provided to you for trading in CFDs and all data from your Trading Account is stored and always available to you in our systems, regardless of whether in you actually use it.

19.2. If there are no Transactions on your account for a period of one month, your Trading Account will be subject to an Inactivity fee (the sum is available on the Website and/or the Trading

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

Platform).

19.3. Inactivity fee is a monthly maintenance fee, in return for the provision of the continued availability of your Trading Account (irrespective if you use it or not) together with the cost of associated regulatory and compliance requirements. You agree that you are liable to and will pay the applicable inactivity fee as notified to you on Our Website and that we may deduct such fee from any of your Trading Account(s). Upon assessment of the inactivity fee your account may be closed.

19.4. If the Client Account is inactive for one year or more (i.e. there is no logging in, trading, no open positions, no withdrawals or deposits), the Company reserves the right to close the Client Account and render it Dormant according to the terms of termination in the current General Rules of the Company. Available funds in dormant accounts belong to the Client. The Company may charge a fee during the period the account is dormant as per the published Tariff on the Website.

19.5. The Company may charge a fee during the period under dormancy, in return for the provision of the continued availability of your Trading Account (irrespective if you use it or not) together with the cost of associated regulatory and compliance requirements. You agree that you are liable to and will pay the applicable Dormant Account Fee as notified to you through Our Website and that we may deduct such fee from any of Your Trading Account(s). In consideration of the Dormant Account Fee, your account may be closed.

## **20. Netting and Set-Off**

20.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

20.2. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

20.3. The Company has the right to combine all or some of the Client's Accounts opened under the Client's name and to consolidate the Balances in such Clients Accounts and to set-off such Balances in the event of Termination of the Agreement.

20.4. It should be noted that the Company operates on a "negative balance protection" basis. This means that the Client cannot lose more than his/her overall equity.

## **21. Investor Compensation Fund Information**

21.1. The Company is a member of the Bulgarian Investor Compensation Fund ("ICF"). The Client under certain requirements is entitled to compensation of maximum twenty thousand four hundred and fifty one Euro (EUR 20 451). For more information, please see the "Investor Compensation Fund Document" on Our Website

# **PART FOUR – GENERAL TERMS AND CONDITIONS OF THE RELATIONSHIP BETWEEN THE PARTIES**

## **22. Language**

22.1. The official language of the Company in relation to the performance of this Agreement  
Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97



and the services offered under it is English and the Client should always read and consult Our Website for any information and notices regarding the Company and its activities. Translation and information in languages other than English are for informational purposes only and have no legal effect binding on the Company, and the Company is not responsible for the accuracy of the information contained in such a translation.

## **23. Communications and Written Notices**

23.1. The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.

23.2. In order to communicate with the Company, the Client may use the contact details of the Company available on its Website or notified to the Client in any other way.

23.3. To communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details. Should the Client fail to do so, the Company shall have no liability should any important notices be lost when sent by the Company at his last known address.

23.4. The following methods of communication are considered as Written Notice from the Company to the Client: email, Trading Platform's internal mail, post, commercial courier service, air mail or the Company's Website. The following methods of communication are considered as Written Notice from the Client to the Company: email, post, commercial courier service or air mail.

23.5. Without prejudice to paragraph 23.6., any communications sent to either Party, as applicable, (documents, notices, confirmations, statements, reports etc.) are deemed received:

- a) If it is sent by email and the email is valid, respectively we have not received a signal and/or returned an error in relation to the customer's email, the information will be deemed to have been received by the Customer.
- b) If sent by the Trading Platform's internal mail, immediately after sending it.
- c) If sent by telephone call once the telephone conversation has been finished.
- d) If sent by post - seven calendar days after posting it.
- e) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.
- f) If sent by air mail, eight (8) Business Days after the date of their dispatch.
- g) If posted on the Company Webpage, within one (1) day after it has been posted.

23.6. Any Written Notices sent to the Company must be received within the working hours of the Company. Notwithstanding paragraph 23.5., any Notices received outside the normal working hours shall be treated as being received the following Business Day.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## **24. Third party relationships**

24.1. In cases where the Client is introduced to the Company through a third party such as Referrer (i.e. Affiliate, link on other websites, reviews, blogs, other client etc.) the Client acknowledges that the Company is not bound by any separate agreements entered between the Client and the referrer. It is also made clear that the referrers are not authorized by us to bind the Company in any way, to offer credit in our name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in our name or collect your money.

## **25. Personal Data, Confidentiality, Recording of Telephone Calls and Records**

25.1. The Client agrees and consents that the Company shall collect, use, store or otherwise process personal information provided directly by the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third-party authentication service providers and the providers of public registers.

25.2. The Client agrees, consents and understands that the Company is obliged to collect and process the personal information mentioned in section 25.1 to comply with the requirements of the anti-money laundering legislation as well as other applicable legal or regulatory framework. The Company will refuse the conclusion of a contract and the provision of investment services, in all cases in which the Client refuses to provide personal data that the Company has an obligation to collect and process, according to the current legislation.

25.3. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

25.4. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- a) Where required by law or a court order by a competent Court.
- b) Where requested by FSC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.
- c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.
- d) To such an extent as reasonably required to execute Orders and for purposes ancillary to the provision of the Services.
- e) To credit agencies, fraud prevention agencies, third-party identity verification service providers, banks and other financial institutions for credit checks, credit card verification, fraud prevention, anti-fraud purposes money laundering, for identification and due diligence of the Client. To carry out their activity, they may check the data provided by the Client, comparing it with details in other databases (public or not) to which they have access. They may also use the Client's data in the future

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

to help other companies verify their customers. Search information is kept by the Company.

f) 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 he agrees to the confidentiality obligations described in this Agreement.

g) 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.

h) To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4th July 2012 on OTC derivatives (EMIR), amended and supplemented by Regulation (EU) No. 2019/834, central counterparties and transaction repositories for the approved reporting mechanisms under Regulation (EU) No. 600/2014 of the European Parliament and of the Council of 15th May 2014 (MiFIR).

i) To other service providers for statistical purposes to improve the Company's marketing, in such a case the data will be provided in an aggregate form.

j) Where necessary for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or ombudsman or governmental authority.

k) At the Client's request or with the Client's consent.

l) To an Affiliate of the Company or any other company in the same group of the Company, if applicable.

m) To successors or assignees or transferees or buyers, with a ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 34.2. of the Client Agreement.

n) Client Information is disclosed in relation to US taxpayers to the National Revenue Agency in Bulgaria, which will in turn report this information to the IRS of the USA according to the Foreign Account Tax Compliance Act (FATCA) of the USA and the relevant intergovernmental agreement between Bulgaria and the USA.

25.5. If the Client is a natural person, the Company will use, store, process and use the personal information provided by him, in connection with the provision of the Services, in accordance with the Personal Data Protection Act of the Republic of Bulgaria and in compliance with the regulatory requirements of Regulation (EU) 2016/679, and the Company is obliged, upon request by the Client, to provide a copy of the personal data it stores for him, upon payment of an administrative fee by the Client.

25.6. By concluding this Agreement, the Customer agrees to the transfer of his personal data outside the European Economic Community in accordance with the provisions of the Personal Data Protection Act and in compliance with the regulatory requirements of Regulation (EU) 2016/679, for the reasons specified in item 25.3. and 25.4.

25.7. Telephone conversations between the Client and the Company must be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

25.8. The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, occasionally make direct contact with the Client by telephone, short message service ("SMS"), email, trading platform chat or post.

25.9. The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company, if applicable may contact the Client occasionally by telephone, email or post for marketing purposes or to conduct market research. This right is exercised in relation to Clients who are natural persons only when they provide their specific consent to that effect.

25.10. According to the Applicable Regulations, the Company keeps an archive containing the Client's personal data, information about concluded transactions, documents for opening a Client Account, communication and everything else related to the Client for a period of at least five (5) years, and when requested by the competent authority, for a period of up to seven years after termination of the Agreement.

## **26. Information and access to personal data**

26.1. Personal data relating to a Client, collected from him/her, may be accessed through the following channel:

- a) personal data controller, i.e. the Company
- b) data protection officer:
  - email: [compliance@ainvesting.eu](mailto:compliance@ainvesting.eu)
  - telephone number: +359 28155660

26.2. Personal data relating to a Client, collected from him/her, may be accessed on the following purposes:

- a) processing for which the personal data are intended as well as the legal basis for the processing;
- b) the legitimate interests of the administrator or a third party, if and where applicable including service providers, courier companies for the purposes of correspondence with the Client; register of transactions and register of financial instruments, in Bulgaria or abroad, as well as any other valid reason related to the implementation of this Agreement while ensuring an adequate level of protection.

## **27. Right to lodge a complaint with a supervisory authority**

27.1. Without prejudice to any other administrative or judicial remedy, every Client shall have the right to lodge a complaint with a supervisory authority, in the Member State of his or her habitual residence, place of work or place of the alleged infringement, if the Client considers that the processing of personal data relating to him or her infringes the General data protection Regulation EU 2016/679.

27.2. The supervisory authority with which the complaint has been lodged shall inform the complainant on the progress and the outcome of the complaint including the possibility of a judicial remedy pursuant to Article 78 of the General data protection Regulation.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## **28. Amendments**

28.1. The Client acknowledges that the Company has the right to unilaterally modify the terms and conditions of the Agreement at any time and at its sole discretion, giving the Client a Written Notice by email and/or posting the modification on the website and the Client shall have the option to terminate the present Agreement by giving their notice in writing. The Client confirms that he/she has regular access to the internet and consents to the provision of information by the Company through its Website.

28.2. The Company may make improvements to the Client Account, change its type, improve or replace the Platform or expand the services offered to the Client, such as changing the platform from its own to MetaTrader, from a professional account to a non-professional account, etc., if objectively considers that this is to the benefit of the Client and will not result in additional costs for him.

### ***Amendments of the Agreement***

28.3. The Company may also change unilaterally any terms of the Agreement for any of the following reasons:

- a) Where the Company reasonably considers that:
  - the change would make the terms of the Agreement easier to understand or are more complete; or
  - the change would not be to the disadvantage of the Client.
- b) In order to reflect the:
  - Inclusion of a service or additional facility that the Company provides to the Client; or
  - the introduction of a new service or facility; or
  - the replacement of an existing service or facility with a new one; or
  - the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.
- c) To enable the Company to make reasonable changes to the services offered to the Client because of changes in:
  - the banking, investment or financial system; or
  - technology; or
  - the systems or Trading Platform used by the Company to run its business or offer the Services hereunder.
- d) As a result of a request of the Bulgarian Supervision Commission ("FSC") or of any other authority or as a result of change or expected change in Applicable Regulations.

e) Where the Company finds that any term in the Agreement is inconsistent with Uptrend Ltd

Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

28.4. The Company may change any of the terms of the Agreement for any serious reason not listed under paragraph 28.3. Where the Client is a natural person he shall have the right to object to the change.

### ***Natural Person***

28.5. Where the Client is a natural person, for any change made under paragraphs 28.3. and 28.4., the Company shall provide the Client with advance notice of at least ten (10) Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately.

28.6. Where the Client is a natural person, for any change made under (a), (d) and (e) of paragraph 28.3., the notice of the Company shall be a Written Notice including a post on the Company's Website. For any other change of the Client Agreement the Company, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional mean of communication.

28.7. When the Company provides Written Notice to Clients, who are natural persons, of changes under paragraphs 28.3. and 28.4. it shall notify the Client of the date they come into effect. The Client shall be treated as accepting the change on that date unless, prior to that date, the Client informs the Company that he/she wishes to object to the change. The Client shall not have to pay any charges because of terminating in this case, other than costs due and payable for Services offered until the termination.

### ***Legal Entity***

28.8. Where the Client is a legal entity the Company shall have the right to amend any terms of the Agreement for any reason by providing at least five (5) Business Days' Notice to such Client. Notice shall not have to be personal but may be posted on the Website.

### ***Review of Costs***

28.9. Unless differently provided for elsewhere in this Agreement, the Company shall have the right to review its costs, fees, charges and commissions, periodically, in its discretion. These changes are effective on the Platform and/or Website, and the Client is responsible for periodically checking for such changes. In the absence of a Force Majeure event, the Company shall be providing the Client with advance notice on its Website of at least one month.

### ***Review of Classification***

28.10. The Company shall have the right to review the Client's Classification according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect by providing the Client with advance notice of at least ten (10) Business Days. Notwithstanding paragraph 28.2., changing the Client's Classification may also mean changing the type of Client Account of the Client. The Client shall be treated as accepting the change on that date unless an express consent is required, within the specified period, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## 29. Termination and Results of Termination

29.1. Each Party (the Company or the Client) may terminate this Agreement at any time with immediate effect by giving thirty (30) days written notice to the other Party.

29.2. The Agreement can be terminated unilaterally by the Client, in case of disagreement with the amendments and additions to the Agreement (including the General Terms and/or the Tariff), which occurred according to item 28, before the date of their entry into force and in this case the Client is not liable for penalties and costs, with the exception of costs related to assets owned by him. The relationship between the Company and the Client shall be settled within seven days of receipt of the termination notice.

29.3. This Agreement may also be terminated by any of the means specified in the General Terms and Conditions.

29.4. The Company has the right to terminate this Agreement immediately without the thirty (30) days written notice in the following cases:

- a) Actions are taken on bankruptcy or liquidation of the Client;
- b) Termination is required by a regulatory authority
- c) The Client has violated any of the provisions of the Agreement and, at the discretion of the Company, this Agreement cannot be remedied or is pointless to be remedied, and if the violation results in non-fulfilment of an obligation, the corresponding obligation cannot be fulfilled or is pointless to be fulfilled;
- d) The Client has violated any legal or other regulatory provision to which the Client is subject, including, but not limited to, laws, regulations and rules related to stock market control and registration requirements;
- e) The Client has provided the Company with false and/or misleading information.

29.5. Termination by either Party shall not affect any obligations already incurred by the Parties, or legal rights and obligations already incurred under the Agreement or transactions made pursuant thereto.

29.6. Upon termination of this Agreement, all sums payable by the Customer to the Company shall become immediately due and payable, including (but not limited to) all remaining costs and other sums payable to the Company, all fees and additional costs incurred or to be incurred be made by the Company as a result of the termination of the Agreement.

29.7. After notice of the termination of this Agreement has been sent and prior to the termination date:

- a) The Client has the obligation to close all of his Open positions. If he/she does not, upon termination the Company will close his/her positions at the current prices;
- b) The Company has the right to terminate the Customer's access to the Platform/Platforms or to limit the functionalities that the Customer can use on them;
- c) The Company has the right to refuse new Orders from the Client;

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

d) The Company has the right to refuse the Client to withdraw money from the Client Account if the Client has open positions that need to be closed and/or has obligations under the Agreement.

29.8. Upon Termination of the Agreement, any of the following rules may apply:

a) The Company has the right to combine Client Accounts of the Client, consolidate the Balances in these Client Accounts and offset (net) them;

b) The Company has the right to close the Client Account/Accounts;

c) The Company has the right to exchange any currency;

d) The Company has the right to close the Client's Open positions at the current prices;

e) If the Client's account has a positive Balance, the Company (after deducting any sums which we may reasonably assume may arise as future liabilities) will pay such Balance to the Client as soon as possible by sending him a statement which shows how the balance was obtained. The funds are paid to the Client according to the instructions given by him. It is understood that the Company will make transfers only to an account in the name of the Client. The Company has the right to refuse payments to third parties at its discretion.

f) If there are coercive and/or restrictive actions by government authorities and/or bailiffs in relation to the Client's account, including garnishments imposed and/or precautionary measures implemented, as well as any other imposed prohibitions and restrictions to dispose of funds (collectively the "Restrictions") of which the Company has been duly notified, the Company will comply with the Restrictions and, in such cases, the Company will only make payments to the Client that do not violate the Restrictions, which means that the Company will not make payments to the Client if there is an imposed ban on making payments or if the Balance of the Client's account is positive, but it does not exceed the Limits.

### **30. Force Majeure**

30.1. A Force Majeure Event includes, without limitation, each of the following:

a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;

b) Earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;

c) Labour disputes and lock-out which affect the operations of the Company;

d) An epidemic that prevents the Company from providing the Services;

e) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

f) Proclamation of moratorium on financial services by the relevant regulatory authorities or other laws or regulations of a regulatory, governmental or international body;

g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;

h) The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97



a movement;

i) The failure of any relevant supplier, Financial Institution, intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

30.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior Written Notice and at any time take any or all of the following steps:

a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.

b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients;

c) Shut down the Trading Platform(s) in case of malfunction, for maintenance, or to avoid damage;

d) Close, in good faith, any open Client Positions at a price that the Company considers reasonable and Refuse to accept Orders from Clients to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them or to avoid losses to the Client;

e) Deactivate the Client Account to avoid damages;

f) Increase Spreads, increase Margin requirements, and decrease Leverage to avoid damages for the Client.

30.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## **31. Limitations of Liability and Indemnity**

31.1. Nothing in the Agreement will exclude or restrict any obligation or liability which the Company may have or owe to the Client under applicable regulations, nor any liability which the Company may incur under the Law and applicable regulations in respect of a breach of any such obligation, nor will anything in the Agreement require the Client to indemnify or compensate the Company to any extent prohibited by applicable regulations.

31.2. In the event the Company provides information, news, information relating to transactions or market commentary to The Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

31.3. The Company shall not be liable for any loss or damage to the Customer related to or directly or indirectly due to (the list is not exhaustive):

a) Error, failure or interruption in the operation of the Platform, delay caused by the Customer's device or transactions made through the Customer's device, technical problems,

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

malfunctions and failures in the system, failures in communication lines, equipment or software, problems with access to system and system capacity, high internet traffic, security breach and unauthorized access, and other similar computer problems and defects;

b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;

c) The acts, omissions or negligence of any third party;

d) Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;

e) Unauthorised third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

f) Any of the risks of the "Risk Disclosure Statement and Warning Notice";

g) Currency risk materialising;

h) Any changes in the rates of tax;

i) The occurrence of Slippage;

j) The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders;

k) Abnormal Market Conditions;

l) Any actions or representations of the Introducer;

m) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorised Representative;

n) For the Client's or his/her Authorised Representative's trading decisions;

o) All Orders given through and under the Client's Access Data;

p) The contents, correctness, accuracy and completeness of any communication spread by the use of the Trading Platform(s);

q) As a result of the Client engaging in social trading, under which the Client is automatically following other traders Orders;

r) Bankruptcy, actions or inaction of third parties, specified in item 16.5.;

s) Occurrence of a situation referred to in item 16.6..

31.4. If the Company, its directors, employees, associates or agents incur any claims, damages, liabilities or expenses in connection with the performance or as a result of the performance of the Agreement and/or in connection with the provision of the Services and/or in connection with the use of the Platform, then The Company, its directors, officers, associates or agents shall have no liability  
Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

whatsoever; it is the Client's responsibility to indemnify the Company against such claims, damages, liabilities or expenses.

31.5. In no case shall the Company be liable to the Client for damages that are not direct, i.e. for any consequential, special, incidental or indirect losses, damages, loss of profits, opportunities (including in respect of subsequent market movements) or expenses incurred by the Client in connection with the Agreement, the provision of the Services and/or the use of the Platform(s).

31.6. The total (cumulative) amount of the Company's liability to the Client may not exceed the fees paid to the Company under this Agreement by the Client for the provision of the Services and use of the Platform(s).

## **32. Representations and Warranties**

32.1. In addition to, and without prejudice, to any other representations, warranties and covenants set forth in this Agreement and/or any agreements by and between the Client and the Company, including, without limitation, these Terms and Conditions, the Client further represents, warrants and agrees the following to the Company:

a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him;

b) The Client is of sound mind and capable of taking decisions for his own actions;

c) There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion;

d) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

e) The Client will not use the IP or the Trading Platform or Website in contravention to this Agreement, or for unauthorised or unlawful purposes and that he will use the IP, Trading Platform and Website only for the benefit of his Client Account and not on behalf of any other person;

f) The Client is duly authorised to enter into the Agreement, to give Orders and to perform its obligations hereunder;

g) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed the Account Opening Application Form on the Client's behalf is duly authorised to do so;

h) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and if all documents required by the Company for the purpose have been received;

i) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;

j) The Client has read and fully understood the terms of the Agreement;

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

k) 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;

l) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve (12) months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;

m) The Client is not from a country where the services provided by the Company are prohibited by law or from a country that is not part of one of the following organizations - the Financial Action Task Force against Money Laundering (FATF), the Asia-Pacific Anti-Money Laundering Group (APG), the Eurasian Anti-Money Laundering and Terrorist Financing Group (EAG) or the Committee of Experts on the Evaluation of Anti-Money Laundering Measures (MONEYVAL) of the Council of Europe;

n) He/she has read and understands the "Risk Disclosure Statement and Warning Notice";

o) The Client agrees to provide information under the Agreement via Our Website or email;

p) The Client confirms that he/she has regular access to the Internet and consents to the Company providing him/her 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 or email. Should the Client wish so, he/she may request for these to be sent by post;

q) All sums, investments or other assets supplied by the Client for any purpose, subject to the Terms and Conditions, shall at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client and in particular, without prejudice to the generality of the foregoing, that, except as otherwise agreed by the Company, the Client is the sole beneficial owner of all Margin/Collateral/Assets transferred under the Agreement and/or any agreements by and between the Company, including without limitations, these Terms and Conditions, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held;

r) The Client has read and understood, the "Summary of Best Interest and Order Execution Policy", "Privacy Policy", "Anti-money Laundering", "Conflict of Interest Policy", and all other relevant policies included on the Company's Website.

32.2. By using the Company's Trading Platform, the Client affirms, warrants and declares that all the funds used and invested in the Company's Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority. In the event that the Company becomes suspicious that the Client may be engaging in or has engaged in such fraudulent unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, the Client's access to the Company's Trading Platform may be terminated immediately and/or the Client's account blocked.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

### **33. Complaints and Disputes**

33.1. If any conflict situation arises when the Client reasonably believes that the Company as a result of an action or failure to act has breached one or more of the terms of the Agreement, the Client has the right to submit a complaint to the Company as reasonably practicable after the occurrence of the event.

33.2. If the Client wishes to report a complaint, he/she must follow the procedure outlined in the Company's "Complaints Handling Policy" posted on the Website.

33.3. If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter based on good faith and fairness and by taking such action as is consistent with market practice.

33.4. The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

### **34. Applicable and Governing Law and Applicable Regulations**

34.1. If a settlement is not reached by the means described in paragraph 33, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Bulgaria.

34.2. This Agreement is governed by the Laws of Bulgaria.

34.3. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Bulgarian Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures that may be taken shall be binding on the Client.

34.4. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

### **35. Severability**

35.1. Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

35.2. This Agreement/Terms and Conditions and/or any agreements by and between the Company and the Client, without limitation, represents the entire agreement between the Company and the Client concerning the access and/or use of the Company's website, services and/or Trading Platform.

35.3. In the event that any provision is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, it shall not affect any other provision or part of a provision of the Agreement and/or any agreements by and between the Company and the Client.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

## **36. Non-Exercise of Rights**

36.1. Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

## **37. Assignment**

37.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing fifteen (15) Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company, lapse of its license or sale or transfer of all or part of the business or the assets of the Company to a third party.

37.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 37.1. above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), to the Client Account and the Client Money as required, subject to providing fifteen (15) Business Days prior Written Notice to the Client.

37.3. The Client is not entitled to transfer, assign or otherwise transfer its rights and obligations under this Agreement.

## **38. Authorized Representative**

38.1. The Company may in certain cases accept an Authorised Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided that the Client notifies the Company in writing of the appointment of an Authorised Representative and this person is approved by the Company fulfilling all the Company specifications for this.

38.2. Unless the Company receives a Written Notification from the Client for the termination of the authorisation of Authorised Representative, the Company, without prejudice to paragraph 38.4. herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorised Representative on the Client's behalf and the Client will recognise such orders as valid and committing to him.

38.3. The Written Notification for the termination of the authorisation of the Authorised Representative must be received by the Company with at least five (5) days' notice prior the termination of the authorisation date.

38.4. The Company 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 Authorised Representative in any of the following cases:

a) if the Company reasonably suspects that the Authorised Representative is not legally allowed or properly authorised to act as such;

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

b) In case of default of the Client's obligations;

## **39. Fees and Financial Benefits**

39.1. The provision of the Services by the Company is subject to the payment of fees which are published in the Company Tariff on the Platform and/or on Our Website.

39.2. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder.

39.3. The Client undertakes to pay all applicable stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the transactions under this Agreement.

39.4. Should the Company pay or receive any fees or inducements for the introduction of the Client, it shall notify the Client according to Applicable Regulations.

39.5. The Client is hereby informed that in the event where the Client has been introduced to the Company by an affiliate or a business introducer ("Introducer"), the Company may pay a fee or/and commission to the Introducer for services rendered calculated on the basis of the volume traded by the Client and/or otherwise and or on the basis of the agreement concluded between the two parties. Upon request from the Client, the Company shall disclose further details.

## **PART FIVE – DEFINITIONS**

### **40. Interpretation of Terms**

40.1. In this Agreement:

"**We**" or "**the Company**" means "Up Trend" Ltd., with registered office and address of management: Republic of Bulgaria, Sofia city, district of Lozenets, boulevard Nikola Y. Vaptsarov No. 51A, EIC: 121527003 as "**Us**" and "**Our**" shall be construed accordingly.

"**You**" or "**Client**" shall primarily mean You as a registered user of the Platform and Our Services and a party to this Agreement, but in certain cases also You as a visitor to Our Website and/or as a potential customer of Ours as "**You**" and "**Your**" shall be construed accordingly.

"**Website**" means a place with a specified virtual address on the world wide web.

"**Our Website**" means the website [www.ainvesting.eu](http://www.ainvesting.eu) or the website [www.ainvesting.eu](http://www.ainvesting.eu).

"**Access Data**" shall mean the Login and Password of the Client, which are required to have access on and use the Trading Platform(s) and the telephone password and Client Account number, which are required so as to place Orders via phone and any other secret codes issued by the Company to the Client.

"**Account Opening Application Form**" shall mean the application form/questionnaire completed by the Client to apply for the Company's Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

Client's identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

**"Affiliate"** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and **"control"** means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**"Agreement"** or **"this Agreement"** means this agreement and, if not expressly specified otherwise, and all documents related to it, as specified in item 1.1. above, and the relevant amendments that may occur thereto.

**"Abusive Trading"** shall mean the following actions, but not limited to, pip- hunting, scalping, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, use of any robots, spiders or other automated data entry system with the Trading Platform (unless the Client receives express written consent by the Company prior to activating the robot), violation of the Client's obligations.

**"Applicable Regulations"** means (a) the Regulations under the supervision of the FSC or other rights of a relevant regulatory authority having authority over the Company; (b) the Rules of the relevant Market, and (c) all other applicable laws, rules and regulations of Bulgaria or the European Union, as well as any legal act, regardless of its nature, rank and issuer, which is relevant to the Agreement.

**"Ask"** shall mean the higher price in a Quote at which the Client may buy.

**"Authorised Representative"** shall mean the person of paragraph 38.1. of the Client Agreement.

**"Balance"** shall mean the total financial result in the Client Account after the last completed transaction and depositing/withdrawal operation at any given point in time.

**"Base Currency"** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**"Bid"** shall mean the lower price in a Quote at which the Client may sell.

**"Business Day"** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Bulgarian or international holidays to be announced on the Company's Website.

**"Client Account"** shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money. Our Website and communication may use the term trading account or account, which mean the Client Account.

**"Closed Position"** shall mean the opposite of an Open Position.

**"Completed Transaction"** in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97



**“Contract for Differences”** (“CFD”) shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument under the Law.

**“Contract Specifications”** shall mean the principal trading terms in CFDs (for example Spread, Premiums, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Company from time to time and found on our Website and/or Trading Platform.

**“Currency of the Client Account”** shall mean the currency that the Client Account is denominated in.

**“Currency Pair”** shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of 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.

**“FSC”** shall mean the Bulgarian Financial Supervision Commission, which is the Company’s supervisory authority.

**“FSC Rules”** shall mean the applicable EU Directives and Regulations, local Laws and regulations, as well as the guidelines, opinions and recommendations of ESMA and the FSC.

**“Equity”** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

**“Essential Details”** shall mean the required details for the Company to be able to place the Order; for example, but not limited to, the Opening Position, Closing Position, Cancelling, Amending, the Underlying Asset, Style, type of the Order, volume, market direction, price, validity, Stop Loss/Take Profit (if desired).

**“Event of Default”** shall have the meaning given in paragraph 14.1. of the Client Agreement.

**“Expert Advisor”** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company’s Trading Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Client Account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

**“Financial Instrument”** shall mean the Financial Instruments on which the Company’s investment intermediary license is based, which can be found on our Website.

**“Floating Profit/Loss”** in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

**“Force Majeure Event”** shall have the meaning as set out in paragraph 30.1. of the Client Agreement.

**“Free Margin”** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin is calculated as:  $Equity - Necessary Margin$ .

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

**“Hedged Margin”** for CFD trading shall mean the necessary margin required by the Company to open and maintain Matched Positions.

**“Initial Margin”** for CFD trading shall mean the necessary margin required by the Company to open a position.

**“Introducer”** shall have the meaning as set in the Client Agreement.

**“Investment Services”** means the Investment Services under the Company's investment intermediary license which can be viewed on Our Website.

**“Law”** means first of all, and to the extent not expressly provided otherwise, the Law on the Markets of Financial Instruments, as well as any other law or normative act of the Bulgarian legislation.

**“Leverage”** for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that to open a position, the Initial Margin is one hundred times less than the Transactions Size.

**“Long Position”** for CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**“Lot”** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**“Lot Size”** shall mean the number Underlying Assets in one Lot in a CFD.

**“Margin or Maintenance Margin”** shall mean the necessary guarantee funds to open or maintain Open Positions in a CFD Transaction.

**“Margin Call”** shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

**“Margin Level”** for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

**“Margin Trading”** for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

**“Matched Positions”** for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

**“Necessary Margin”** for CFD trading shall mean the necessary margin required by the Company to maintain Open Positions.

**“Normal Market Size”** for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

**“Open Position”** means any open contract (because of the execution of a sell or buy order) that has not been closed. In CFD trading, an open position is a Long position or Short position that has not been closed and is affected by price fluctuations

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

**“Order”** shall mean an instruction from the Client to trade in CFDs.

**“Parties”** means the parties to this Agreement - the Company and the Client, as each of them in a certain context can be referred to only as a "Party".

**“Pip Hunting”** shall mean the situation when the Client opens a position and closes it in a very short time (once there is a profit of one pip).

**“Platform”** or **“Trading Platform”** means the electronic mechanism that is managed and maintained by the Company and consists of an electronic trading platform uploaded on Our Website, computer devices, software, databases, telecommunications hardware, programs and technical means, which support the Client's trading activity with Financial Instruments through the Client Account. It is acknowledged that we may use different Platforms depending on the Financial Instrument.

**“Politically Exposed Persons”** shall mean:

A) heads of state, prime ministers, ministers and deputy ministers or government aides/assistant; members of parliament or other legislative bodies; members of constitutional courts, supreme courts or other higher bodies of the judiciary power whose decisions are not subject to further appeals except under special circumstances; members of the audit chamber; members of executive bodies of central banks; ambassadors and heads of diplomatic missions; senior officers of the armed forces; members of administrative, executive or supervisory boards of state-owned enterprises and commercial enterprises with the state as a sole owner; mayors and deputy mayors of municipalities, mayors and deputy mayors of regions and chairmen of municipal councils; members of administrative, executive or supervisory bodies of state-owned enterprises and commercial companies with a sole owner - the state; members of the executive bodies of political parties; heads and deputy heads of international organisations, members of executive or supervisory bodies of international organisations or persons performing an equivalent function in such organizations. None of the above categories cover middle management or junior staff. In addition, when a person has ceased to perform a significant public function of the above meaning at least one year ago in any country, and when the Company reasonably believes that such person no longer poses a risk specific to prominent political figures, this person will not be considered a Politically Engaged Person.

B) The members of the family of the persons referred to in definition A, namely: the spouses or persons living in de facto cohabitation on a conjugal basis; descendants of the first degree and their spouses or persons with whom the descendants of the first degree live in de facto cohabitation on a conjugal basis; ascendants of the first degree and their spouses or persons with whom the ascendants of the first degree live in de facto cohabitation on a conjugal basis; second-degree consanguineous relatives and their spouses or persons with whom the second-degree consanguineous relatives live in de facto conjugal cohabitation.

C) Persons known to be close associates of the persons referred to in definition A, which means: an individual who is a beneficial owner jointly with a person under point A of a legal entity or other legal entity or is located in other close commercial, professional or other business relationships with a person under item A; a natural person who is the sole owner or beneficial owner of a legal entity or other legal entity known to have been created for the benefit of a person under point A.

**“Professional Client”** means "Professional Client" for the purposes of the Financial Instruments Markets Act of Bulgaria.

**“Order Level”** in CFD trading means the price specified in the Order.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

**“Quote”** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

**“Quote Currency”** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**“Quotes Base”** in relation to CFD trading shall mean Quotes Flow information stored on the Server.

**“Quotes Flow”** shall mean the stream of Quotes in the Trading Platform for each CFD.

**“Retail Client”** shall mean a “Retail Client” for the purposes of the Financial Instruments Markets Act of Bulgaria.

**“Relevant Market”** means the physical market where the underlying assets for the CFD are traded.

**“Scalping”** shall mean the situation where the Client opens too many positions at the same time and closes them in a very short time (for example up to three minutes) or buying at Bid price and selling at Ask price, to gain the Bid/Ask difference.

**“Services”** shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 9.1. of the Client Agreement.

**“Short Position”** in CFD trading means a position in which a CFD is sold, the value of which increases if the corresponding market price decreases. For example, in Currency Pairs: selling the Base Currency against the Quoted Currency. A short position is the opposite of a long position.

**“Slippage”** means the difference between the expected price of a CFD transaction and the price at which the transaction is actually executed. At the time of submission of a Performance Order, the price requested by the Client may not be available; therefore, the Order will be fulfilled at close to the price specified by the Client. If the strike price is better than the Client's asking price, this is called positive slippage. If the strike price is worse than the one requested by the Client, this is called negative slippage. Slippage is often observed during periods of high volatility (for example, when news is announced), which makes execution of the Order at a specific price impossible when using market orders, as well as when large Orders are executed and there may not be enough interest of the necessary level to maintain the expected trading price.

**“Spread”** for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

**“Premium or Rollover or Swap”** for CFD trading shall mean the interest added or deducted for holding a position open until the next day.

**“Trailing Stop”** in CFD trading means a stop-loss order defined as a percentage level below the market price - for a long position. The trailing stop changes with price variations. A sell trailing stop order sets the stop price at a specified value below the market price with a corresponding "creeping" value. As the market price increases, the stop price increases with the creep value, but if the price of the pair decreases, the stop price does not change, and the market order is placed when the stop price is reached.

**“Transaction”** shall mean transaction of the Client in a CFD.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

**“Transaction Size”** for CFD trading shall mean Lot Size multiplied by number of Lots.

**“Underlying Asset”** shall mean the object or underlying asset in a CFD may be Currency Pairs, Forwards, Futures, Options, Metals, Equity Indices, Commodities, Shares, Cryptocurrencies or as determined by the Company from time to time and made available on the Trading Platform or the Website.

**“Website”** shall mean the Company’s website at [www.ainvesting.eu](http://www.ainvesting.eu)

**“Written Notice”** shall have the meaning set out in paragraph 23.4. of the Client Agreement.

40.2. Words used in the singular will have the same meaning in the plural and vice versa. Words used in the masculine gender will have the same meaning in the feminine gender, and vice versa. Words that mean persons include corporations, partnerships, other organizations and all other legal entities, and vice versa.

40.3. Paragraph headings are for ease of navigation only.

40.4. Any reference to a regulation or law also includes relevant amendments, additions, consolidations and replacements, all directions, directives, instructions, regulations and orders resulting from the statutory provisions which supplement or amend.

## **APPENDIX ONE - CFD TRADING TERMS**

### **1. Scope**

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

### **2. Types of CFD Orders**

2.1. The following CFD Orders may be placed with the Company: market orders and pending orders.

### **3. Execution of Orders**

3.1. To open a position on the Platform, the Client must open "Sell" or "Buy" at the price quoted on the Platform at the time of the relevant transaction. To close a position, the Client must offer to Sell (if the order is "Buy") or to Buy (if the order is "Sell") the relevant asset on which the open position is based, at the price on the Platform at the time of closing. It is understood that for each opening of a position, the Company executes this Order alone as a counterparty. However, the Company has the right to hedge Customer Orders with another third party.

3.2. The Platform provides a Buy price and a Sell price for each asset on which the relevant Contract for Difference on the Platform is based. The Client accepts that when opening a Buy or closing a Sell (or vice versa), this can only be done at the price indicated on the Platform for the purchase of the relevant asset.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

3.3. Orders can be placed and (if allowed) changed within the Trading Hours for each type of Underlying Asset appearing on the Trading Platform and/or the Website, as amended from the Company periodically.

3.4. On the Platform, the Client has the right to open a Position at the best available price on the Platform (Market Order) at the time of its opening, unless the Client specifies a specific price at which to offer to open a position (Limit Order). With respect to the Market Order, the price at which the transaction is executed is not always the exact price displayed when the order is opened. The Client agrees that his offer to open a Market Order may be accepted at a price that is lower or higher than the price specified in the Market Order, within a certain range specified on the Platform and periodically amended accordingly. If the Client decides to open a Market Price, his offer will be accepted at the best possible price offered on the Platform.

3.5. The Client agrees that Company may hedge or otherwise offset a transaction with third parties to limit liability or risk associated with the Client's transaction/s. If the Company is unable to hedge the Client's transactions with third parties, the Company reserves the right to change the content or terms of a CFD order, including the validity date, business hours or other parameters in the instrument details tab.

3.6. Pending Orders, if not fulfilled, remain valid during the next trading session (when applicable).

3.7. Market Orders that are not fulfilled because there is not enough volume to fill them, do not remain valid and are cancelled.

3.8. Orders are valid according to the type and time of the given Order specified by the Client. If the validity period of the Order is not specified, it is valid for an indefinite period of time. However, the Company may delete one or more Pending Orders if the Client Account Equity reaches zero.

3.9. Once placed, orders cannot be cancelled. Pending orders can be deleted or modified before they are executed.

3.10. The Client can change the validity date of the Pending Orders before their execution by cancelling them or placing a new Order.

3.11. Stop loss and Take Profit orders can be changed as long as they are more than a certain distance from a specific level (depending on the trading symbol).

3.12. The Company has no responsibility, except as otherwise specified in the Agreement, to monitor and advise the Client regarding the status of any transaction or to close the Client's Open Positions. Where the Company decides to take such action, it is at its sole discretion and shall not be deemed to constitute a continuing obligation. The Client is obliged to always monitor his/her positions.

3.13. The speed of execution may be affected by factors that may include a poor Internet connection or other connection to the Company's servers and platforms, which may affect the execution of the Client's orders. For example, in some cases the Client's order may be delayed until it is received by the Trading Platform and this may affect the execution price.

## **4. Quotes**

4.1. If the Company is unable to fulfil an Order due to price, size or other reason, depending

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

on the type of Client Account, the Company shall send a re-quotation. The amount of requotes is displayed on the Platform.

4.2. The quotes displayed on the Client's device are indicative and are based on the relevant real markets. However, if there is high volatility in the relevant market, the execution of the Order may change and the Client may receive the first price available in the market rather than the price requested by him/her.

4.3. The Company provides Quotes considering the price of the relevant real asset, but this does not mean that the Quotes are a specific percentage of the price of the asset. When the relevant real market is closed, the Quotes provided by the Company reflect what the Company believes are the current Buy and Sell prices for the relevant asset at that time. The Customer accepts that such Quotes are determined by the Company at its sole discretion.

## **5. Stop Loss Orders, Trailing Stop and Expert Advisor**

5.1. The Client accepts that trading using additional features such as Trailing Stop and/or Expert Advisor is done entirely at his own risk, as they depend directly on his/her device and the Company bears no responsibility whatsoever.

5.2. The Client accepts that placing a Stop Loss Order will not certainly limit losses to the desired levels, because market conditions may make it impossible to execute such an order at the specified price, and the Company bears no responsibility.

5.3. The client can close any open position "at a loss" or "at a profit".

5.4. When the Client places a Limit Order, he/she authorizes the Company to close the transaction at the closing loss or profit price according to the Order without further instructions from or notices to the Client. The Company may close the transaction when the price quoted by the Company on the trading platform reaches or exceeds the price accepted by it for such Order.

5.5. The Client accepts that the initial price level determined at a stop loss may change as the market on the platform moves in its direction. While the trailing stop loss remains in effect, the Client accepts that any market change of at least one hundredth of a percentage point (referred to as a "pip" on the Platform) in its favour constitutes a new offer by the Client to increase the stop loss level by one pip. Changes in pips are rounded to the nearest absolute value in the currency of the Client Account.

5.6. The Client acknowledges and acknowledges that due to market volatility and factors beyond the Company's control, the Company cannot guarantee that an Order will be executed at the level specified in the Client Order, for example, an Order may close at a lower price than with the one originally specified by the Client for such Order. In such event, the Company will close the transaction at the next best price. For example, with a stop loss order on a short position, if the Sell price of the underlying asset suddenly increases above the Stop Loss price without even reaching such a price. When closing a long position, the price of the asset may suddenly fall below the Stop Loss price without even reaching such a price.

5.7. Regarding the Take Profit, when the asset price moves in favour of the Client or the price has sharply exceeded the Client's set threshold (for example, if the price increases when the Client buys or falls when the Client sells), the Client accepts that the Company may pass these price improvements on to the Client.

5.8. Guaranteed stop orders are only available for certain assets as specified in the

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

instrument data table. If the Client places a Guaranteed Stop on a new Order, the Company guarantees that when the price reaches or goes beyond the stop loss price specified by the Client, it will close the position exactly at the price specified by the Client in the Guaranteed Stop Order. Open orders may be closed under this Agreement prior to reaching the price level specified in the Guaranteed Stop Order.

5.9. A Guaranteed Stop Order is subject to the following additional conditions:

a) A Guaranteed Stop Order can be requested only on a new Order and is only available on close at loss conditions;

b) A Guaranteed Stop Order can be activated or edited only when there is trading and an eligible Underlying Asset is available on the Trading Platform;

c) Once a Guaranteed Stop Order is accepted by us it cannot be removed - only the price can be changed;

d) A Guaranteed Stop Order must be placed at a minimum distance (as determined by the Company) away from the current Underlying Asset price being quoted by the Company;

e) As the Company guarantees to close out price, the spread is adjusted for the additional charge when placing the Guaranteed Stop Order. The adjusted spread is displayed in the Underlying Asset details tab for each eligible Instrument at the time the Guaranteed Stop Order is placed.

## **6. Expiry**

6.1. The Company may set an Expiry Date and time for a specific Underlying Asset. Such shall be displayed on the Trading Platform. The Client agrees that it is his responsibility to check for the Expiry Date and time.

6.2. If the Client does not close an open position for an asset with an expiration date before this date, the open position will be automatically closed upon the expiration date. The open position will be closed at the last price available on the Platform before the expiration date and time.

6.3. The Client acknowledges that certain Underlying Markets may become volatile or illiquid without warning. In such circumstances it may not be possible to execute Client Orders, particularly in the period shortly before an expiry.

## **7. Premiums**

7.1. At the end of the trading day or during the weekend, any open position is automatically rolled over to the next business day to avoid automatic closing and termination of the transaction. The Client accepts that when transferring transactions for the next business day, a Premium for this open position is deducted or added to the Client Account. Information about the Premiums for each asset is displayed on the Platform. When deciding to open a position, the Client agrees that he is aware of the Premium.

7.2. The premium is charged daily. The operation takes place at 23:59 (server time) and may take several minutes.

7.3. The Client authorizes the Company to add or subtract the Premium Fees to or from the Client Account for each open transaction for which such fee is charged according to the applicable tariff, each day at the time specified on the Platform for each asset, as applicable.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97



7.4. The Company has the right, at its discretion, to periodically change the calculation days and percentages of the Premiums. Such changes are made to the Platform and/or Website and the Client is responsible for regularly checking for updates.

## **8. Spreads**

8.1. All CFDs offered by the Company have spreads that are displayed on the Platform and/or Website. The Company has the right to change these spreads from time to time at its discretion. These changes affect the Platform and/or Website and the Client is responsible for regularly checking for updates.

## **9. Margin Requirements**

9.1. The Client provides and maintains Initial Margin and/or Hedged Margin in an amount determined by the Company and periodically amended according to the contract specifications for each type of Contract for Difference.

9.2. It is the Client's responsibility to understand how margin requirements are calculated.

9.3. Unless an event of Force Majeure has occurred, the Company shall have the right to change the margin requirements by giving the Client ten (10) business days' written notice prior to such changes for open positions. For new positions, the Company may amend the margin requirements with one (1) business day's written notice. All changes become effective on the Platform and/or Website and the Client is responsible for regularly checking for updates.

9.4. The Company has the right to amend the margin requirements without prior notice to the Client in the event of a Force Majeure Event. In this situation, the Company has the right to apply new Margin requirements to the new positions as well as to already open positions.

9.5. Without prejudice to item 13.1 of the Agreement, the Company has the right to close or limit the size of the Client's open positions (new or gross) and refuse Client Orders to open new positions in the following cases:

- a. The value of Client collateral falls below the minimum margin requirement.
- b. At any time that the equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.
- c. The Company makes a Margin Call and the Client fails to respond accordingly.

9.6. The Company sends Margin notifications to the Client automatically through the Platform when the Margin in the Client Account reaches a certain percentage. When the Platform alerts the Client that it has reached a certain margin percentage in the account, the Client must deal with the situation by one of the following three actions:

- a. Limit his/her risk exposure (close trades); or
- b. Hedge his/her positions (open counter positions to the ones he/she has at the moment) while re-evaluating the situation; or
- c. Deposit more money in the Client Account.

Uptrend Ltd

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97

9.7. If the Client does not take action according to item 9.6 or when the capital in the Client Account reaches or drops below the Margin requirement in the Client Account, the positions will begin to be closed automatically, starting from the most losing Order, and the Company has the right to refuse to open new Orders.

9.8. Margin is paid in cash in the currency of the Customer Account. If the Client deposits funds in a different currency, the Company makes an exchange in the Currency of the Client Account in accordance with item 18 of the Client Agreement.

9.9. The Client agrees not to create or have a security interest in, or to assign or transfer any portion of the Margin transferred to the Company.

9.10. If the Client has more than one Client Account with the Company, any credit in one Client Account (including amounts deposited as Margin) shall not relieve the Client of liability in respect of any other Client Account unless termination occurs. The Client is responsible for ensuring the required level of Margin for each individual Client Account.

**Uptrend Ltd**

a: Nikola Vaptsarov blvd. 51A, floor 1, 1407, Sofia, Bulgaria

t: +359 (2) 492 84 97