



Plus⁺500

USER AGREEMENT (NON-US RESIDENTS ONLY)

A graphic showing a grid of numbers with blue arrows pointing downwards and to the right, indicating a trend or flow.

For further details please refer to Clause 32 ‘Complaints’ found in Part Four of this agreement ‘General Terms Relating to our Relationship with you’. Our Complaints Procedure can also be found on the “Terms and Agreements” page on our website <https://www.plus500.com/en-CY/Help/TermsAndAgreements>

Under Cyprus law retail customers are afforded the highest possible level of protection and are covered by Investor Compensation Fund (“ICF”) for the clients of Cyprus Investment Firms. Professional Clients and Eligible Counterparties are not covered by the ICF. For further details please refer to Clause 24 below and our website:

For more information about client categorization, please refer to Clause 44.

We will treat money received from you or held by us on your behalf as Client Money in accordance with the relevant CySEC 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.

Termination

- (1) You may terminate this Agreement and close your account by giving us written notice in accordance with Section 22.2 of this Agreement.
- (2) We may terminate this Agreement by giving you advanced written Notice in accordance with Section 22.3 of this Agreement.
- (3) If either party terminates this Agreement and/or closes the account, we will not accept any type of order to open new positions or increase existing positions. Any open positions should be closed by you no longer than 21 days after either party gives Notice, after which we reserve the right to close such Transactions on your behalf, at the last available price, before permanently closing your Trading Account. All credit sums will be paid to you on or about the closure of the account.

For further information concerning Termination please refer to Section 22 below.

administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our product and services in line with our Privacy Policy.

9. CONSENT TO ELECTRONIC TRANSMISSION OF CONFIRMATION AND ACCOUNT STATEMENTS

- 9.1. 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 of 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. You can see your costs and charges statement as part of your annual report. 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, costs and charges, 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 User Agreement.

PART TWO - TRANSACTIONS ON THE TRADING PLATFORM

10. OPENING AND COMPLETING A TRANSACTION

- 10.1. Subject to Section 18, you shall be able to complete a Transaction through the Trading Platform for certain Instruments in a number of markets worldwide. You acknowledge and agree that we may, in our 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, nationalisation, de-listing, etc.) or if no customer Positions are held in a particular Instrument at that time. Additionally, in the event we are 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 you with notice.
- 10.2. Certain instruments -such as Options CFD instruments- may be added on or removed from the Plus500 platform on the basis of the economic value or price relevance of the CFD or of the underlying instrument, or with the volatility or liquidity associated with the underlying instrument. For example, in certain cases the price movement of an underlying asset may render an underlying Option's Strike price irrelevant, and/or there may be low trading or extreme volatility associated with the underlying Option. In such cases, the Company may decide to cease offering the relevant CFD instruments on the Trading Platform for opening new trading Transactions i.e. removing only the possibility of opening new trading Transactions on these instruments (although existing open

positions will not be affected). In such cases, the Company will not send you a notification regarding the removal of the possibility to open new trading Transactions, because any open positions will not be affected and you will continue to be able to manage your positions through the Open Positions tab on the Trading Platform. Clients and potential clients are at all times able to review the list of CFD instruments offered by the Company on the Trading Platform and on the Company's website.

- 10.3. You agree that we may hedge or otherwise offset any Transaction with our hedging counterparty, Plus500 Ltd, our Parent company, in order to offset any liability or risk associated with any of your trading Transaction(s) that you undertake with us. You acknowledge that we may, in our sole discretion, but at all times acting reasonably and in accordance with our regulatory obligations, amend the Content or terms of an instrument.
- 10.4. Please remember that in order to open a Transaction on the Trading Platform, you must either open a Buy or a Sell, at the price quoted by 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 Buy), or purchase (in the case of a Sell), 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 platforms. Full details of our Order-Execution Policy, which makes up part of the User Agreement, can be found on the Website.
- 10.5. 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 acknowledge that upon opening a Buy or closing a Sell, you may only do so at the price quoted by the Trading Platform to purchase such Instrument. You further acknowledge that upon opening a Sell or closing a Buy, you may only do so at the price quoted by the Trading Platform for such Instrument.
- 10.6. 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 from time to time. 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 Order Execution Policy.
- 10.7. 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 Plus500 has the right to execute your Limit Order while taking into account 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 acceptance of a Limit Order, you may cancel the Limit Order 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 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 18.

- 10.8. You agree that your offer to open a Transaction if accepted by us outside Trading Hours may not be capable of execution should the market not trade at the price stipulated once Trading Hours commence.

11. STOP AND LIMITS

- 11.1. We may allow you to specify a closing price for a Transaction through a “Close at Loss” and “Close at Profit” Order, subject always to the terms of the User Agreement and any other terms and conditions we may implement from time to time.
- 11.2. Upon your offer and our acceptance of your Order, you hereby authorise us to close the Transaction at the “Close at Loss” price or “Close at Profit” price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may close the Transaction when the price quoted by us on the Trading Platform equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction and we have the right to reject Orders if you are not in compliance with any of the factors set forth in Section 15.14.
- 11.3. We may allow you to request the opening or closing of a Transaction, including a “Close at Loss” and “Close at Profit” Order, within a specific time period determined by you. If we have accepted such a request, we may, acting reasonably, close the Transaction within such specific time period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such specific time period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction.
- 11.4. We may accept an offer to place a Trailing Stop in relation to a “Close at Loss”. You acknowledge that the original price level set forth in a Close at Loss may be amended as the market on the Trading Platform moves in your favour. Whilst your trailing “Close at Loss” is still in effect, you agree that each change in the market by at least one pip in your favour shall constitute a new offer by you to raise the level of your trailing “Close at Loss” by one pip. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as specified on the Trading Platform.
- 11.5. You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the Transaction at the next best price. For example, with respect to a Close at Loss, in the case of a Buy to close, the price of an Instrument underlying such Order may suddenly increase above the Close at Loss price, without ever reaching such price. In the case of a Sell to close, the price of an Instrument underlying such Order may suddenly decrease below the Close at Loss price, without ever reaching such price. In both such events you may sustain additional losses.
- 11.6. With respect to a Close at Profit where the price for an Instrument moves to your advantage (for example, if the price goes down as you Buy or the price goes up as you Sell), you agree that we can pass such price improvement on to you.
- 11.7. We may, in our sole discretion, accept your offer to place a Guaranteed Stop Order at an exact price determined by you. Guaranteed Stop Orders are only available on certain

Instruments, as indicated in the instrument details tab for an Instrument. If we accept a Guaranteed Stop on a new Order we guarantee that when our bid or offer quoted price reaches or goes beyond the close at loss price specified by you, we will close your position at exactly the price you specify in the Guarantee Stop Order. An open position can be closed in accordance with the User Agreement prior to reaching the Guaranteed Stop Order price level. Where a dividend or benefit event under 15.18 or 15.19 takes place we reserve the right to amend or cancel your Guaranteed Stop Order.

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

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| 11.7.1 | a Guaranteed Stop Order can be requested only on a new Order and is only available on close at loss conditions; |
| 11.7.2 | a Guaranteed Stop Order can be activated or edited only when there is trading and an eligible Instrument is available on the Trading Platform; |
| 11.7.3 | once a Guaranteed Stop Order is accepted by us it cannot be removed - only the price can be changed; |
| 11.7.4 | a Guaranteed Stop Order must be placed a minimum distance (as determined by us) away from the current Instrument price being quoted by us; |
| 11.7.5 | as we guarantee your close out price, the Spread is adjusted for the additional charge when placing the Guaranteed Stop Order. The adjusted Spread is displayed in the instrument details tab for each eligible Instrument at the time the Guaranteed Stop Order is placed. |

12. FEES AND CHARGES

- 12.1. Any open Transaction held by you at the end of the trading day of the Exchange on which the Instrument is traded or over the weekend when the relevant Exchange is closed, shall automatically be rolled over to the next business day to avoid an automatic close and settlement of the Transaction. You acknowledge that when rolling such Transactions to the next business day, an Overnight Funding adjustment will be either added or subtracted from your Trading Account with respect to such Transaction ("Rolling"). Information concerning the Overnight Funding for each Instrument is displayed in the "details" link for each specific Instrument on the Trading Platform. In deciding whether to open a Transaction for a specific Instrument, you acknowledge that you are aware of the Overnight Funding. Subject to prior notice, we reserve the right to update the Overnight Funding percentage for an open position and apply it from then on, based on the updated position value.
- 12.2. We will charge a Currency Conversion Fee for all Transactions on instruments denominated in a currency different to the currency of the Client Trading Account. For any conversion required to be effected from one currency to another for conducting any Transaction pursuant to this Agreement, the Company is entitled to charge a Currency Conversion Fee of up to 0.7% of the Transaction's realised Net Profit and Loss. Such Currency Conversion Fee may be changed from time to time, and it will be reflected in real time into the unrealised Net Profit and Loss of an open Position and will be charged once the Position is closed.

limitations on the size of new Transactions (either as a single Transaction or aggregated Transactions) or other conditions that may apply to our quote.

- 15.6. You acknowledge that whilst the Prices displayed on our platform will take into account a variety of factors including prevailing conditions and trading demand on the Trading Platform, market data from various third party external reference sources, they are not taken directly and/or exclusively from one source, and therefore may not match prices that you see elsewhere (including prices quoted on stock exchanges). You further acknowledge that the triggering of your Transaction is linked to the prices we quote on the Trading Platform, not the prices quoted on the relevant Exchanges. You acknowledge that all prices shown on the Trading Platform are indicative only of actual trading prices in Normal Market Size and are subject to constant change. We attempt to generate Prices on an ongoing basis and to have the currently applicable Prices displayed on the Trading Platform as quickly as possible. However, technical conditions (e.g., the transfer rate of data networks or the quality of your internet connection, as well as rapid market fluctuations) may lead to a change in the applicable Price between the time the Order is placed by you and the time the Order is received by us or the Order is executed by the Trading Platform. In addition, there will be times when circumstances may prevent the Trading Platform from quoting Prices or affect the Prices being quoted. Our prices may differ from the current prices on the relevant Exchanges and you acknowledge that a Transaction may or may not be triggered even though:
- 15.6.1. an Exchange never traded at the level of your Transaction; or
- 15.6.2. the Exchange did trade at the level of your Transaction but for such a short period it would have been impractical to execute an equivalent Transaction on the Exchange.
- 15.7. When you complete a Transaction on the Trading Platform, you agree that you are dealing with us as principal, off-exchange and are not dealing 'on Exchange'. You should note that you are trading on the outcome of the price of a financial derivative and will not be entitled to delivery of, or be required to deliver, the underlying product.
- 15.8. Remember that when you open a transaction on the Trading Platform you are trading with CFDs, which means that you enter into a contract with us for the difference between the value of an Instrument as specified on the Trading Platform at the time of opening a Transaction, and the value of such Instrument at the time of closing the Transaction. You acknowledge and agree that you are not entitled to ownership of the underlying asset of such a contract e.g. the actual Shares or the rights offered in a rights issue event or the shares offered in an Options contract.
- 15.9. You acknowledge that any prices quoted on the Trading Platform are set by us taking into account a variety of factors including prevailing market conditions and trading demand on the Trading Platform. You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than for your own trading and you agree not to communicate our prices to any other person under any circumstances.
- 15.10. You acknowledge that each Transaction is made for a specified number of units that constitute the underlying Instrument. You may only complete Transactions on the Trading Platform for the minimum number of units as set forth on the Trading Platform as the "Unit Amount", and in multiples of such "Unit Amount" up until the maximum amount permitted by the Trading Platform. You acknowledge and agree that we may set and/or change the "Unit Amount" for each Instrument at any time, without prior notice.

instrument prior to that corporate event. We will endeavour when possible to notify you beforehand of such an event, however this cannot be guaranteed.

- 15.21. Insolvency. If a Company, whose Instrument forms the CFD goes into insolvency or is otherwise dissolved, we shall close any of your open Transactions in the CFD of that Instrument. The closing date shall be the date of insolvency.
- 15.22. Suspension of trading. If an instrument stops trading indefinitely on an exchange, e.g. due to corporate misconduct, we shall remove the instrument from the Trading Platform. All open positions on the instrument will be closed at the last available price on the Plus500 Trading Platform prior to the suspension.
- 15.23. Declaring Bankruptcy. If a Company whose Instrument forms the CFD declares bankruptcy, we shall remove the instrument from the Trading Platform on the same day the company filed for bankruptcy and close out all open positions on the instrument at the end of the same trading day.
- 15.24. The Company's BUY and SELL prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset, traded on the relevant Exchange. Third party reputable external resources (i.e. feed providers) obtain prices (BUY and SELL prices) of the Underlying Asset for a given CFD from the relevant Exchange. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the BUY and SELL prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment.

- 16.1. We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following:
- 16.1.1. any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the CFDs in respect of which we deal on the Trading Platform;
 - 16.1.2. the suspension or closure of any Exchange or the nationalisation, government sequestration, abandonment or failure of any Instrument on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
 - 16.1.3. the occurrence of an excessive movement in the level of any Transaction and/or Exchange or our anticipation (acting reasonably) of the occurrence of such a movement;
 - 16.1.4. any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or

PART THREE - PAYMENT DUE ON THE TRADING PLATFORM

17. CLIENT MONEY AND DEPOSITS

- 17.1. You hereby agree that all funds and currencies belonging to you ("Client Money")
- 17.1.1. shall be held by us in our designated and segregated client money accounts;
and
- 17.1.2. shall at any time be in our possession or control;

are subject to a right of off-set for all liabilities that you owe to us, irrespective of the number of accounts you may have with us. Designated client money is segregated from the assets of the Firm and is deemed client money for the purposes of the CySEC rules.

- 17.2. You agree that:
- 17.2.1. we may place your funds in our designated Client Money accounts in a different currency to your base currency. Such Client Money will be at least equal in value to your base currency.
 - 17.2.2. we may hold Client Money and the money of other clients in the same accounts (omnibus accounts).
 - 17.2.3. the third party to whom the Company will pass Client Money may hold it in an omnibus account and it may not be possible to separate it from the client's money, or the third party's money.

The legal and regulatory regime applying to any such person located outside Cyprus may be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client Money may be treated differently from the treatment which would apply if the money was held in a segregated client money account in Cyprus.

In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the client, and the client will be exposed to risk that the money received by the Company from the third party is insufficient to satisfy the claims of the client with claims in respect of the relevant account.

The Company does not accept any liability or responsibility for any resulting losses. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this Section.

- 17.2.4. we shall have a general lien on all funds held by the Company or its associate third parties or its nominees on the client's behalf until the satisfaction of your obligations.
- 17.2.5. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right.

- 17.11. According to CySEC Rules and the Law, for the purposes of safeguarding of Client money, the Company:
 - 17.11.1. shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
 - 17.11.2. shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
 - 17.11.3. shall at all times keep Client money segregated from the Company's own money;
 - 17.11.4. shall not use Client money in the course of its own business;
 - 17.11.5. shall take the necessary steps to ensure that Client money deposited with a financial institution (according to Section 21.1 of this User Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Company;
 - 17.11.6. shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.
- 17.12. The Company has duty to and shall exercise due skill, care and diligence in the selection of the financial institution according to Section 17.7 of this User Agreement. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.
- 17.13. The financial institution (of Section 17.7 of this User Agreement) where Client money will be held may be within or outside Cyprus or the EEA. It is understood that the legal and regulatory regime applying to any such financial institution outside Cyprus or the EEA will be different from that of Cyprus. Hence, in the event of the insolvency or any other equivalent failure or preceding of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Cyprus.
- 17.14. The financial institution to which the Company will process Client money (as per Section 17.7 of this User Agreement) may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

- ## 18. MARGIN AND DEPOSIT REQUIREMENTS

- Plus500CY Ltd. is licensed and regulated by the Cyprus Securities and Exchange Commission as a Cyprus Investment Firm with License Number 250/14.
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right to terminate dormant accounts, as per Section 22.4 of this User Agreement and/or to ask you to submit documentation in order to start using your account again.

21. THIRD PARTY RELATIONSHIPS

- 21.1. In cases where the Client is introduced to the Company through a third party such as an affiliate (“Affiliate”), the Client acknowledges that the Company is not bound by any separate agreements entered into between the Client and the Affiliate. It is also made clear that the Affiliates are not authorised 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.
- 21.2. You agree that introductory fees may be paid to third parties. All third party Affiliates are paid according to a “Cost per Acquisition” (CPA) arrangement by Plus500 Ltd. Under the CPA arrangement the Affiliate receives a one-off fee for each referred Client. The applicable fee payable varies per country and number of referred Clients. Information about the introductory fees paid to third party Affiliates can also be found at <http://www.500affiliates.com>.

Further information of such third party Affiliate and inducement fees shall be disclosed to you on an annual basis in accordance with CySEC Rules and/or upon a written request made by you to us. Please note that Affiliate and any other third party payments or fees will only be made where we are satisfied that such payments do not impair our obligation to act in the best interests of our Client.

PART FOUR - GENERAL TERMS RELATING TO OUR RELATIONSHIP WITH YOU

This Part Four sets out the general terms that govern our relationship with you, including your use of the Trading Platform.

22. TERM, TERMINATION AND CANCELLATION

- 22.1. The User Agreement shall come into force and effect on Commencement Date and shall continue to be in force until terminated by either Party according to the provisions hereunder.
- 22.2. You shall be entitled to terminate the User Agreement at any time by giving written Notice in accordance with Section 23 of this User Agreement. In the event of your termination of this User Agreement any open positions should be closed by you as soon as is reasonably practicable and in any event no longer than 21 days after you give Notice, after which we reserve the right to close such Transactions on your behalf, at the last available price, before permanently closing your Trading Account. After we receive written Notice from you, we will not accept any type of order to open new positions or increase existing positions. We will only close your Trading Account if you have no monies owing to us, and any losses incurred on your Trading Account prior to the closure of the account shall be deemed to be immediately payable by you.

as it deems appropriate and at its sole discretion. To communicate with the Client, the Company shall use the Client's registered contact details (email address, phone number and postal address) as provided by the Client during onboarding procedure or in case of any changes in accordance with Section 23.3. Only emails received from either the "plus500.com" domain or from the "plus500.com.cy" domain are legitimate email communications from Plus500. Any other emails claiming to be from Plus500 are deemed to be fraudulent. You agree to receive telephone calls from Plus500 at your last updated telephone number recorded in our system at an appropriate time of the day and Plus500 agrees to reschedule such calls to an alternative date and/or time should you so request. You additionally agree that we may keep records of our telephone conversations with you. You accept such recordings as conclusive evidence of the instructions/requests or conversations as recorded. You acknowledge that, under no circumstances, will Plus500 representatives provide investment advice or request that you provide them with sensitive information such as passwords and payment methods information. You further acknowledge that telephone calls are not a guaranteed service, and that no assumptions should be made in relation to the frequency and/or purpose of such calls. Should you decide not to receive telephone calls, you can contact Customer Support with this request.

- 23.3. If a communication from Plus500 is personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this Section, such communication shall be deemed delivered the next business day after transmission; if provided by telephone, such communication shall be deemed received once the telephone conversation has been finished; if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt; and if sent by certified mail pursuant to this Section, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to the User Agreement may change its contact details for the purposes of the User Agreement by giving notice thereof in accordance with this Section, or as otherwise permitted by the User Agreement.
- 23.4. If written notice is sent to Plus500 as stated in section 23.1 further above, such notice shall, if sent by facsimile transmission be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by first class pre-paid recorded delivery post or airmail such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

- 24.1. By trading on the Trading Platform you are exposed to risk of our default, as detailed in our Risk Disclosure Notice. In the event that we are unable to satisfy any claims you may have against us, we are members of the Investor Compensation Fund (“ICF”) for the Clients of Cyprus Investment Firms (“CIFs”), which in respect of any proven or eligible claims, provides protection of 100% of the first EUR 20,000 of any claim in respect of your investments. Further information about compensation arrangements is available at <https://www.plus500.com/en-CY/Help/ClientMoneyProtection>.

group, to off-set the losses sustained by the Company as a result of your hedging transactions, and the hedging transactions of others Acting in Concert with you or from, possibly Connected Accounts, as per Sections 19.10 and 28.7. In such a case, we also reserve the right to close all and any of your Trading Accounts and terminate the User Agreement under Section 22.3 or Section 22.6.

- 25.1.7. The execution, delivery and performance of the User Agreement and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
- 25.1.8. Other than in exceptional circumstances you will not send funds to your Trading Account from any bank or other account other than as stipulated in the Registration Data. Remittances from company accounts will not be accepted. Transfers from a joint account will only be allowed if you are one of the named beneficiaries on that account. Whether exceptional circumstances exist will be determined by us from time to time; and
- 25.1.9. You are not a director or officer of the company underlying the Instrument.
- 25.2. You hereby authorise us to act on any instruction given by you on the Trading Platform.
- 25.3. We shall be entitled, and you hereby authorise us, to rely upon any oral, electronic or written communication or instruction received from you through the Trading Platform or from email instructions received from the Account Credentials used when you first accessed the Trading Platform. You agree that:
- 25.3.1. once securely logged on to the Trading Platform following entry of the Account Credentials, you authorise us to act upon instructions and to consider the instructions of like force and effect as written Orders made by you;
- 25.3.2. you shall hold us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon any such instructions or information received from you.
- 25.3.3. you shall bear the risk of all instructions, whether authorised, unauthorised, improper or fraudulent, even if it transpires such instructions were provided without your authority. You shall indemnify us against any liabilities that we may incur or that may arise as the result of legal or other actions brought against us, arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.
- 25.4. Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:
- 25.4.1. the person who provided such an instruction was acting in excess of his authority;
- 25.4.2. acting upon such an instruction would infringe any law, rule, regulation or the User Agreement; or



- 26.3. The Client can exercise the right to withdraw from and cancel this Agreement, within 14 days of its Commencement Date ("Cancellation Timeframe"). After the 14 days the Cancellation Timeframe will expire.
- 26.4. The Client can exercise the right by providing an unequivocal statement as cancellation notice in writing via the "Contact Us" page on our Website, before the Cancellation Timeframe has expired.

Effects of Withdrawal/ Cancellation

- 26.5. When the Client exercises the right to withdraw from and cancel the Agreement, this shall have the effects of:
- 26.5.1. The Agreement being terminated from the date the cancelation notice was received by the Company.
 - 26.5.2. The Client will not be able to place new Orders with the Company, but the Client will be able to close any Open Positions placed already within the Cancellation Timeframe. If they are not closed until the end of the Cancellation Timeframe, the Company reserves the right to close such Transactions on your behalf, at the last available price, before permanently closing your Trading Account at the end of the Cancellation Timeframe.
 - 26.5.3. Any Transactions executed already within the Cancellation Timeframe, including opening and closing of a Transaction, cannot be cancelled, because they have been fully completed with the Client's request and because the price of CFDs is linked to fluctuations in the relevant underlying market, which the Company has no control of.
 - 26.5.4. Any foreign exchange services provided already within the Cancellation Timeframe cannot be cancelled, because the price of currencies is linked to fluctuations in the market, which the Company has no control of and because these services have been fully completed with the Client's request.
 - 26.5.5. Subject to the Company's right to be paid for services rendered, the Company shall return to the Client the available Balance in the Trading Account, and shall do so as soon as possible. We will carry out such reimbursement using the same means of payment as you used for the initial payment to us or other verified payment methods. For the avoidance of any doubt, the costs, fees, charges, payable to the Company for services rendered are reflected and made available to you before placing Orders in each instrument's details tab on the Trading Platform.
- 26.6. If the Client does not exercise the right to cancel the Agreement within the Cancellation Timeframe, the Agreement shall continue to bind both Parties and the Company shall have an obligation to offer its services hereunder. Please note that irrespective of the Client exercising the right to cancel the Agreement within the Cancellation Timeframe, the Client still has the right to terminate the Agreement according to Section 22.2 at any time.

display in whole or in part such data or information to third parties except as required by applicable regulations; and

- 29.3.10. you will use such data or information solely in compliance with any applicable laws and regulations.

30. RECORDS

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to comply with your record keeping obligations, although your records may be made available to you on request. You will not object to the admission of our records which may be required as evidence in any legal or regulatory proceedings. Under CySEC Rules, we will keep records containing Client personal data, trading information, Trading Account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement, and where requested by CySEC for up to seven years.

31. RELATIONSHIP BETWEEN THE PARTIES

- 31.1. You will open each Transaction with us as principal and not as agent for any person. 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 or not you identify that person to us or not, we will not accept that person as a customer of ours and we will accept no obligation to them unless otherwise specifically agreed in writing.
- 31.2. Dealings with you will be carried out by us on an execution-only basis in accordance with our Order Execution Policy unless otherwise agreed by us in writing. We do not and will not provide advice on the merits or suitability of any particular Transaction. You agree that, unless otherwise provided in the User Agreement, we are under no obligation:
 - 31.2.1. to monitor or advise you on the status of any Transaction;
 - 31.2.2. to dispatch Margin Call Alerts or advise you that you are in breach of Section 18.1; or
 - 31.2.3. to close any Transaction that you have opened,

notwithstanding that previously we may have taken such action in relation to that Transaction or any other.

- 31.3. You hereby acknowledge and declare that in respect of all dealings conducted by you on the Trading Platform, you rely on your own judgment in opening, closing, or refraining from opening or closing a Transaction and that we will not, in the absence of fraud or negligence, be liable for any losses (including, without limitation, indirect losses or loss of opportunity or profits arising from any failure by you to make any anticipated profits), costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information including the Financial Data, given to you on a best endeavours basis, including, information relating to any of your Transactions with us. The Financial Data



provided to you is for your convenience only and does not constitute financial or investment advice. Subject to our right to void or close any Transaction in the specific circumstances set out in the User Agreement, any Transaction opened by you following such inaccuracy or mistake will nonetheless remain valid and binding in all respects on both you and us.

- 31.4. Before you begin to trade with us, you acknowledge that you are aware of all Spreads, fees, charges, Overnight Funding, (as displayed for each Instrument in our Website and/or in the Trading Platform) and other charges for which you will be liable under the User Agreement. These charges will affect your trading account balance, your trading net profits (if any) or increase your net losses, as the case may be.
- 31.5. You acknowledge and consent to that all information by the Company as applicable, will be sent to you electronically by means of, inter alia, the Website, email and the Trading Platform, or other channels as the Company from time to time may deem appropriate, whether such information is personally addressed to you or generally addressed to all our users. You hereby acknowledge and confirm that all such methods of communication are acceptable and any such communication so provided will be considered to have been received by you. If you prefer to receive information on paper, please request so in writing via the ["Contact Us"](#) page on our Website; however we may not be able to accommodate your request.

32. COMPLAINTS

- 32.1. Any query and/or concern and/or issue and/or problem you may have in respect of the services provided by us under the User Agreement should be made in writing and addressed to the Customer Support Department via the ["Contact Us"](#) page on our Website. This page is also available through the "Support" menu on the Plus500 Trading Platform. This is the quickest and most effective way of dealing with any concerns or issues you may have which will be usually resolved at the first stage of your contact with the Customer Support.
- 32.2. Should you wish to submit an official Complaint about your Trading Account or your dealings with the Company, please complete a Complaint Form, which is accessible to clients and potential clients online on the Plus500 platform at all times. To view or download the Complaint Form log into your Plus500 account and click on Menu > Help > Terms & Agreements > Complaint Form. This Complaint Form can be submitted to Plus500CY in the following ways: a) Log into the Plus500 platform and upload the form to the "Contact Us" tab under Menu > Help; b) Log into the Plus500 platform and submit the form via Online Chat. Complaints made by clients or potential clients cannot be considered unless the Complaint Form is duly completed with all the required information and it is accompanied by adequate supporting evidence (as necessary) for the complainant's claims.
- 32.3. The Company's Complaint Handling Policy and Complaint Form are accessible to clients and potential clients online at all times. The Complaint Form can be viewed and downloaded from the Plus500 platform.
- 32.4. Upon receipt of a duly completed Complaint Form and the necessary supporting evidence, the matter shall be escalated to the Complaints Team and shall be recorded as an official Complaint.

or the assets of the Company to a third party), without your prior written consent by providing a notice in writing within a reasonable time period. Subject to the foregoing, the User Agreement will bind and inure to the benefit of the parties and their respective successors, and is not intended to confer any other entity or person any rights or remedies hereunder.

- 37.3. You agree that in the event of transfer, assignment or novation described in paragraph 37.2 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) transfer the Client Account and the Client Money as required, subject to providing prior Notice to the Client.

38. THIRD PARTY RIGHTS

- 38.1. Except as expressly provided elsewhere in this User Agreement, a person who is not a party to this agreement shall not have any rights to enforce any term of this User Agreement.

39. PRECEDENCE

- 39.1. In the event of a conflict between any of the provisions of the documents which make up the User Agreement, the terms of this User Agreement shall prevail.

40. GOVERNING LAW AND JURISDICTION

- 40.1. The interpretation, construction, effect and enforceability of the User Agreement shall be governed by the Laws of the Republic of Cyprus, and you and we agree to submit to the exclusive jurisdiction of the courts of the Republic of Cyprus for the determination of disputes. You agree all Transactions carried out on the Trading Platform are governed by the Laws of the Republic of Cyprus regardless of the location of the Registered User.

41. CONFLICTS OF INTEREST

- 41.1. 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. Article 23 of Markets in Financial Instruments Directive 2014/65/EU (MIFID II) requires investment firms to take appropriate steps to identify, prevent or manage conflicts of interest, including those caused by the receipt of inducements from third parties or by the investment firm's own remuneration and other incentive structures. For further information please refer to our Conflict of Interest Policy which is part of the User Agreement and is located on our Website.



- 42.6. The Company has the right to change the swaps on the Trading Platform without prior notice and the Client is responsible to check for updates regularly.
- 42.7. For any change in the User Agreement, the Company shall provide the Client with advance Notice. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations or a request of a supervisory body may, if necessary, take effect immediately. In the event that the Client does not want to accept proposed changes to the User Agreement the Client can request to terminate the Agreement.

43. CLIENT ACCEPTANCE AND ON-GOING REVIEW

- 43.1. During the Client acceptance procedure, prospective Clients need to submit their Registration Data and various identification documentation required by the Company for its own internal checks. It is understood that the Company is not to be 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 tests) have been fully satisfied. So, even if you do provide your Registration Data, the Company still reserves the right to reject you. 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 Cyprus Investment Firm to take a risk based approach when performing due diligence on Clients.
- 43.2. You acknowledge that, subject to the Company's discretion, applicable regulations and internal checks being fulfilled, during the Client acceptance procedure we may open a Trading Account for you and allow you to deposit funds whereas until the verification of your Trading Account is completed, the deposited funds will remain in your bank account as reserved funds and will be unavailable for trading.
- 43.3. You acknowledge that unless the verification of your Trading Account is completed, the Client acceptance procedure cannot be finalised. Until then, your deposited funds will not be released from reserved fund status in your bank account and you shall not be able to use them to trade with us, your Trading Account will only be available for use as a demonstration account only or we may ask you to stop using it completely.
- 43.4. For the avoidance of any doubt, even if you do provide the information as per Section 43.1, the Company still reserves the right to reject you according to Section 22.6.
- 43.5. As part of our on-going legislative obligations to have up-to-date and valid Registration Data and identification documents for all Clients we reserve the right to request additional documents and/or data from you at least annually.

44. CLIENT CATEGORISATION

- 44.1. In accordance with the CySEC Rules we need to categorise our Clients. Three possible Client categories exist: Eligible Counterparties, Professional Clients and Retail Clients. For the purposes of the Client Agreement, you are by default categorised as a Retail Client. Retail Clients are afforded the highest possible level of protection rights by law,



PART FIVE - DEFINITIONS

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| “Account Credentials” | means a unique username and password used by you to access and use the Trading Platform |
| “the Law” | the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2007, Law 144(I)/2007, as subsequently amended or replaced from time to time |
| “Acting in Concert” | Persons “acting in concert” are acting together, sometimes secretly, whether due to any personal relationship or as apparently unconnected individuals co-operating together with a common policy. See also “Connected Account” |
| “Alert messages” | All computer system generated messages sent to a customer by Push, SMS, email or other means of communication displayed on the Trading Platform, once a specific event has been triggered, including, but not limited to warnings that margin parameters have been exceeded, instrument price limits have been triggered or announcement alerts |
| “Authorised Person” | means you or any of your officers, partners, principals or employees |
| “Barrier” | means the price on which the Client will have lost the amount of his initial investment. |
| “Buy” | means a Transaction that is opened by offering to buy a specific number of a certain Instrument, and may also in our dealings with you, be referred to as a “long” or “long position” |
| “Cancellation Timeframe” | means, where you have the right to cancel the Agreement within 14 days of the Commencement Date. |
| “CFD” (contract for difference) | means a contract that you enter into with us, for the Difference between the value of an Instrument as specified on the Trading Platform at the time of opening a Transaction, and the value of such Instrument at the time of closing the Transaction |
| “Close at Loss” | means an offer to close a Transaction at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price |
| “Close at Profit” | means an offer to close a Transaction at a price determined in advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price |
| “Complaint” | means an expression of dissatisfaction by a client or potential client regarding the provision of investment and/or ancillary |



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| | services or related financial services activity provided to him/her by the Company. |
| “the Company” | Plus500CY Ltd |
| “Connected Account” | A customer account which is related to other customer accounts by any one or more of the following similar criteria: IP address; name; email and mailing address; country of registration; password; machine identity; remittance source. |
| “Content” | Any Financial Data, prices, or other information available to you on the Website or the Trading Platform or offered by us in any other form or by any other means. Such Content includes parameters within the instrument details tab on the Trading Platform |
| “Currency Conversion Fee” | A fee of up to 0.7% of a Transaction’s realised Net Profit and Loss for all Transactions on instruments denominated in a currency different to the currency of the Client Trading Account. Such fee may be subject to change and it will be reflected in real time into the unrealised Net Profit and Loss of an open Position and will be charged once the Position is closed. |
| “CySEC” | means the Cyprus Securities and Exchange Commission responsible for the authorisation and regulation of the Company |
| “CySEC rules” | means the rules and regulations making up the CySEC regulatory framework, including but not limited to the Law, Rules, Directives, Regulations, Guidance notes, opinions or recommendations of CySEC |
| “Difference” | means the Difference in price upon the opening of a Transaction and the closing of such Transaction, plus or minus the Overnight Funding and/or Currency Conversion Fee, as applicable |
| “Effective/Commencement Date” | means the date of your first successful deposit, subject to the terms of Section 43, as applicable |
| “Equity” | means the cash on account with us and value of open positions which is calculated by the sum of profit and loss of all open positions. |
| “Event of Default” | means any of the events set forth in Section 22.6 |
| “Exchange(s)” | means securities or futures Exchanges, clearing houses, self-regulatory organisations, regulated markets, multilateral trading facilities or alternative trading systems for Instruments |
| “Expiry Date” | means the date and any time set by the Company and specified on the Trading Platform with respect to certain Instruments upon which any open Transaction for such Instruments shall expire automatically |



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| “Negative Balance Protection” | means the limit of a retail client’s aggregate liability to the amount available in the Trading Account’s balance. |
| “Order” | means a Close at Loss or Close at Profit Order |
| “Option” / “Option CFD” | means any option, which forms the underlying Instrument of the CFDs offered through the Trading Platform |
| “Overnight Funding” | means an amount either added or subtracted from your account, as applicable, based on the rate set forth on the Trading Platform from time to time, for any Transaction that is open at the end of the international trading day (as such term is commonly known) or over the weekend when the Exchanges are closed. The Overnight Funding is usually a constant percentage of the Position value and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Instrument differentials, daily price fluctuations and other economic and market related factors. When trading Share CFDs, the Position value is calculated every day based on the Trade size multiplied by the Daily Close Rate (the average $[(\text{Buy} + \text{Sell}) / 2]$ of the last quote 30 minutes before the Overnight Funding time) and multiplied by the Point Value. Otherwise, the Position value is calculated at the position opening by multiplying the Trade size by the opening rate and by the Point Value. Subject to prior notice, we reserve the right to update the Overnight Funding percentage for an open position and apply it from then on, based on the updated position value. Positive overnight funding is not applicable for clients residing in the Czech Republic. |
| “Pip” | the smallest possible price change of an Instrument on the Trading Platform |
| “Platform Abuse” | The collective term for prohibited trading activities such as the acts referred to in Sections 25.1.3 to 25.1.7 of this User Agreement. |
| “Point Value” | As displayed in the Instrument details tab on the Trading Platform, means the value of 1 point in the instrument's currency. Multiplying the instrument's rate by this number, you will get its value in the instrument's currency. |
| “Politically Exposed Person (PEP)” | <p>means a natural person who is or has been entrusted with prominent public functions during the last twelve (12) months, as well as immediate family members and close associates of such a person.</p> <p>The prominent public functions include:</p> <ul style="list-style-type: none"> • heads of State, heads of government, ministers and deputy or assistant ministers; • members of parliaments; • members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not |

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