



## **ADDENDUM TO TERMS AND CONDITIONS FOR STOCK DERIVATIVES TRADING**

This Addendum (“**Addendum**”) to Terms and Conditions for Stock Derivatives Trading (the “**Stock Derivatives Trading Terms**”) is an addendum to the Client Agreement and any other applicable terms published on our website upon which Company offers its Stock Derivatives Trading Services (as defined below). These supplemental Stock Derivatives Trading Terms are subject to the Client Agreement and form an integral part thereof. In the event of a conflict between this Addendum and the Client Agreement, this Addendum shall prevail. Capitalized terms used but not defined herein have the meanings assigned to them in the Client Agreement.

The purpose of these Stock Derivatives Trading Terms is to define the supplemental terms and conditions applicable for trading Stock Derivatives (to fully effectuate these supplemental terms, it is hereby clarified that Stock Derivatives are based on similar Underlying Assets used for other products of the Company) which we may at our sole discretion offer for trading on our Trading Platform from time to time (the “**Stock Derivatives Trading Services**”).

By using the Stock Derivatives Trading Services, you accept and signify your agreement to be bound by these Stock Derivatives Trading Terms, which form a legally binding contract between you and the Company. You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

### **1. Introduction**

- 1.1. The Stock Derivatives Trading Services are subject to the terms and conditions set out in these Stock Derivatives Trading Terms, and the Client Agreement to the extent the Stock Derivatives Trading Terms do not conflict with the Client Agreement, and are offered to Clients who are able to meet the minimum investment requirements for any such Stock Derivatives to be set out in the general trading conditions on the Trading Platform.

### **2. Stock Derivatives Trading Services**

- 2.1. The Stock Derivatives Trading Services will allow clients to trade complete units of stocks, and no fraction of any share will be traded using the Stock Derivatives Trading Services. No leverage is offered by Company in connection with trading Stock Derivatives.
- 2.2. The Company may, from time to time and at its sole discretion, add or remove any Underlying Asset/s used to trade Stock Derivatives on the Trading Platform.
- 2.3. The Company reserves the right to amend from time to time and at its sole discretion any characteristic and feature of the Stock Derivatives advertised on its Trading Platform and/or Website.
- 2.4. The Company will not advise the Client as to the merits of a particular Order or give him/her any form of investment advice including in respect of Stock Derivatives, and the Client acknowledges and represents that the Stock Derivatives Trading Services do not include the provision of investment advice in Stock Derivatives or any other Financial Instruments. The Client will decide in his/her sole discretion how to handle his/her Trading Account and place Orders, and will take all relevant decisions based on his/her own judgment, and in the course of such may seek independent advice in relation to any Transaction entered into under these Stock Derivatives Trading Terms.

### **3. Stock Derivatives Trading**

- 3.1. All Orders placed by you for Stock Derivatives shall be executed by the Company itself which means the Company shall be the counterparty in each Transaction, and you will not receive any rights in and/or to the Underlying Asset/s. It is hereby clarified and agreed that all Stock Derivatives will be settled in cash.
- 3.2. You acknowledge and agree that each Transaction is made for a specified number of Stock Derivatives units (“Units”). You may only place an Order on the Trading Platform for any number of Units that ranges between the specified minimum and/or maximum number of Units, and in accordance with the applicable Unit price set out on the Trading Platform. The Company shall have the right, in its sole discretion, subject to this Addendum and/or the relevant terms of the Client Agreement and/or the Trading Conditions, to close any and all Positions using the closing price of the relevant Unit as per the Unit price set out on the Trading Platform.
- 3.3. You shall comply with any restrictions that we notify to you from time to time with respect to your activities on the Trading Platform in regard to the Stock Derivatives, including without limitation, the size of Transactions or other conditions that may apply to your Order/s.
- 3.4. You may place an Order to open or close a Position for particular Stock Derivative/s, at any time in accordance to the Company’s Trading Conditions for such Stock Derivatives. It is your responsibility to ensure at all times that you are aware of which Stock Derivatives may be affected by particular Trading Conditions.
- 3.5. Prohibition on going Short - you will not be able to sell any Stock Derivatives Units unless you already own such Stock Derivatives Units in your Trading Account.
- 3.6. Stock Derivatives Transactions do not incur any overnight financing or holding costs.
- 3.7. You may not use trading bonus available in your Trading Account to place an Order to open a Position for any Stock Derivatives.
- 3.8. It is hereby clarified and agreed that Open Profits of any opened Stock Derivatives Position/s in a Client’s Trading Account may be used to support collateral/margin requirements of other opened margined Positions in the Client’s Trading Account, and if such Client’s Trading Account reaches zero (i.e. Equity + Trading Bonus - if applicable = 0) all open Stock Derivatives Position/s will be closed by the Company at the last available price according to Section 3.2 above.

### **4. Miscellaneous**

- 4.1. The Company reserve the right to amend, revise, modify, and/or change this Addendum and/or any terms and/or features of Stock Derivatives at any time without prior notice. All changes shall take effect immediately and such updated version of the Addendum shall be published in our website. You are responsible for checking this page on our website/applications periodically in order to review the current version of the Addendum.
- 4.2. At the Company’s sole discretion, any indication or suspicion of any form of illegal, unfair and/or abusive trading methods or conducts as well as any indication or suspicion of fraud, manipulation or a breach of the Company’s agreements, policies and Trading Conditions with respect to Stock Derivatives Trading Services may nullify all previous Transactions including all profits. Under such circumstances, the Company shall have the right, at its sole discretion and without derogating from any of its rights under its agreements with the Client and/or applicable



law, to nullify and cancel all Transactions and Positions carried and/or profits and/or Open Profits garnered therein and to block all relevant accounts.

- 4.3. The Company at its sole and absolute discretion and at all times reserves the right to offer and/or to exclude the Stock Derivatives Trading Services to/from any Client and/or group of clients and/or country/region/jurisdiction as the Company deems appropriate.
- 4.4. All terms and conditions of the Client Agreement not specifically amended hereunder shall continue in full force and effect and shall apply, *mutatis mutandis*.
- 4.5. Except as set forth herein, the Client Agreement shall not be modified and remains of full force and effect.