ShineTrades

TERMS AND CONDITIONS

(Client Agreement)

Last updated: November 2026

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1. INTRODUCTION

This Agreement is entered into by and between:

Shine Trades (CY) Ltd, (hereinafter the "the company**")** a Cyprus Investment Firm (CIF) with Registration No. HE335393 authorised and regulated by Cyprus Securities and Exchange Commission(hereafter the " **CySEC**"), under CIF Licence number 293/16,and, having its head office at Lophitis International Center, 2nd Floor, Corner of Soteri Michaelidi and 28th October street, 3035 Limassol, Cyprus .

Shine Trades (CY) LTD will provide its investment services strictly under the T&C defined throughout this Agreement. The Agreement is made between yourself, as our client (hereinafter referred to as "**you" or "your" or the "Client**") and the company and may hereinafter referred to individually, as a "Party" and Collectively as the Parties.

The Company will provide the Investment and Ancillary Services covered by this Agreement to the Client, through its online electronic system (hereinafter the "**Trading Platform**") according to its CIF authorization.

The Client acknowledges that he/she has read, understood and accepted all information, conditions and terms set out on the Company's website http://www.shinetrades.com (hereinafter the "Website"), by giving his consent to the present Agreement including the 'Client Categorization Policy', 'Key Information Document', 'Complaints & Grievances Policy', "Investor Compensation Fund', "Order Execution Policy", "Privacy Policy", "Conflicts of Interest Policy" and "Risk Disclosure as those are uploaded on the website and as amended from time to time and which form the Agreement as a whole, as well as any other notices and/or letters provided to the Client by the Company. By accepting and agreeing to the Terms and Conditions of this Agreement and following the opening a trading account with the Company, the Client accepts that the communication between him and the Company as well as the provision of information to be made through electronic means such as the Company's Website or the verified email ("durable medium"), due to the nature of the relationship established between the Company and the client.

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The provision of information by means of electronic communication is treated as appropriate since you have regular access to the internet. The provision of an e-mail address by you, for the purposes of the carrying on of that business, is considered as sufficient evidence. The Company will ensure that the Website will be always kept up to date and that the Website will be accessible continuously.

As this Agreement is a distance contract, it is amongst others, governed by the Distance Marketing of Consumer Financial Services Law N242(I)/2004, implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case where you, the Customer, wish to have a signed Agreement, the Customer should print and send 2 (two) copies to the Company, where the Company will sign and stamp the Agreements and send a copy back to the Customer.

The Company reserves the right to amend, modify, update and change any of the terms and conditions of this Agreement at any time and notify you of any such change either via email or by publishing the updated version of this Agreement on the Company's website. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. In case you disagree with the changes, you may terminate the Agreement in accordance with paragraph 24 hereof.

In the event that the Agreement is translated into any other language (the "Translated Document"), then the Translated Document is for information purposes and furnished only in order to assist Client. The Translated Document shall not constitute any agreement between the Service Provider and the Client. Notwithstanding the aforementioned, in the event of a dispute the Agreement (drafted in English) shall always prevail.

2. INTEPRETATION OF TERMS

In this Agreement, except where the context otherwise requires, the following terms shall have the following meaning:

"Account" means the personal trading account the Client maintains with the Company and designated with a particular account number.

"Agreement" means the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.

"Appendix" means the Appendices of the Agreement as these may, from time to time be amended or replaced, which constitute an integral part of this Agreement.

"Annex" means the Annexes of the Agreement as these may, from time to time be amended or replaced, which constitute an integral part of this Agreement

"Ask" means the higher price in a quote. The price the Client may buy at.

"Bid" means the lower price in a quote. The price the Client may sell at.

"Balance" means the sum held on behalf of the Client on its Client Account within any period of time.

"CFD (contract for difference)" means a tradeable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Transaction, and the value of that Instrument at the contract's end.

"CRS" shall mean the Common Reporting Standard**.**

"CySEC" shall mean the Cyprus Securities and Exchange Commission of 27 Diagorou Street, CY-1097 Nicosia, Cyprus

"**Durable Medium"** means any instrument, which enables the Client to store information addressed personally to the Client, in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

"Exchange" means any Regulated Market.

"**Execution"** means the execution of Client order(s) by the Company acting as the Client's agent on the Client's behalf

"Eligible Counterparty**"** means an "Eligible Counterparty" for the purposes of the Law.

"**Financial Instruments"** means the Financial Instruments available on the Company's Trading Platform.

"GDPR" means Regulation (EU) 2016/679 of The European Parliament And of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"Investor Compensation Fund" (ICF) means the fund of clients of CIFs, who are fund members, established pursuant to article 59(1) and (2) of the Law, and whose powers and functions are regulated by the provisions of the Law and Directive DI144-2007-15 of 2015 of the CySEC.

"**Law"** means the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) as this may, from time to time be amended or replaced.

"**Margin"** means the required funds available in the trading account for the purposes of maintaining an open position.

"Margin Level" means the minimum amount of equity a client needs to maintain an open position which is calculated as Margin.

"Market" means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in Cyprus or abroad.

"Markets in Financial Instruments Regulation"("MiFIR") means the Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012.

"MiFID II" means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in Financial Instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the "Markets in Financial Instruments Directive (2014/65/EU"), as the same may be in force from time to time and modified or amended from time to time.

"**Operating (Trading) Time of the Company"** means the period of time within a calendar week, where the trading terminal or platform of the Company provides the opportunity of

trading operations. The Company reserves the right to alter this period of time as it deems fit, upon notification to the Client.

"**Order"** means the request / instruction given by the Client to the Company to Open or Close a Position in the Client's Account.

"**Retail Client"** means a Client who is not a "Professional Client" or an "Eligible Counterparty" under the meaning of the EU Markets in Financial Instruments Directive (hereinafter - "MiFID II") and in accordance to the Investment Services and Activities and Regulated Markets Law of 2007.

"Over-the-Counter (OTC)" means off-exchange trading i.e. the Financial Instruments offered by the Company are executed outside of a regulated exchange or Trading Venue.

"**Parties"** means the two parties to the Agreement i.e. the Company and the Client.

"Password" means the password chosen, at the request of the Company, by the Client for accessing the Company's Trading Platform.

"**Prices"** means the prices offered to the Client for each transaction which may be changed without prior notice. Where this is relevant, the "Prices" given through the Trading Platform include the Spread (see definition below).

"PRIIPs" means Regulation (EU) No 1286/2014 of the European Parliament and the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products.

"Professional Client" means a "Professional Client" for the purposes of the Applicable Regulations as defined in the Client Categorization Policy, as this can be found in the Website.

"Services" means the services provided by the Company under this Agreement as defined in paragraph 3.

"Spread" means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission.

"Transaction" means any type of transaction subject to this Agreement effected in the Client's trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades and any other transaction of any financial instrument provided by the Company.

"Trading Platform" means all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

"Trading Venue" (TV) means a regulated market, a multilateral trading facility ("MTF") or an organised trading facility ("OTF"), as defined under MiFID II.

"Username" means the username chosen, at the request of the Company, by the user for accessing the Company's Trading Platform.

"FATCA" means a United States federal law full name of which is The Foreign Account Tax Compliance Act.

"Financial Instruments" means The Financial Instruments 1-10 mentioned in PART III of the Law.

"US Reportable Person" – for the purposes of this Agreement means, a US Reportable person who, in accordance with FATCA provisions, are defined as follows:

1. US citizen (including dual citizen)
2. a US resident alien for tax purposes
3. a domestic partnership
4. a domestic corporation
5. any estate other than a foreign estate
6. any trust if:

(i) a court within the United States is able to exercise primary supervision over the administration of the trust

(ii) one or more United States persons have the authority to control all substantial decisions of the trust

7. any other person that is not a foreign person.

Any term used in this Agreement and not otherwise interpreted, shall have the meaning attributed thereto in the Law and/or any EU Directive.

In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms "Paragraphs", "Sections" and "Appendices" it concerns paragraphs, sections and appendices of this Agreement.

The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation.

Reference to any agreement (including without limitation, this Agreement) or to any other document, shall be deemed to include references to them as these may from time to time be amended, expanded or replaced and to all agreements and documents, which are declared to be supplementary to them or are attached thereto.

3. PROVISION OF SERVICES

Subject to the Client fulfilling the obligations under this Agreement, the Company shall facilitate the execution of relevant transactions requested by the Client and allowed by the capabilities of the Company and the Agreement.

The Company shall carry out all transactions as provided in this Agreement on an execution only basis, neither managing the account nor advising the Client. The Company is entitled to execute transactions requested by the Client as provided in this Agreement even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes that may be more favorable available through other market participants than those offered through its Trading Platform.

The Services that the Company has the right to provide in relation to one or more Financial Instruments as specified in its CIF license and as per the terms of the Agreement are the following:

Investment Services:

a) Reception and transmission of orders in relation to one or more financial instruments.

b) Execution of Orders on Behalf of Clients.

c) Provision of Investment Advice.

Ancillary Services:

a) Safekeeping and administration of financial instruments, including custodianship and related services.

b) Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.

c) Foreign exchange services where these are connected to the provision of investment services

d) Investment research and financial analysis or other forms.

The Company shall provide the Client with the Services subject to the Client:

1. Being over 18 years old and of legal competence and sound mind;
2. Not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local law or regulation.
3. Not being a US Reportable Person;
4. Not being citizen or resident of Japan, Syria, Iran or Democratic People's Republic of Korea.

Without derogation from the above, the Company reserves the right, acting reasonably, to suspend or refuse access to and use of the Trading Platform to anyone at its sole and absolute discretion.

The Company may provide the Client with reports, news, opinions and any other information aiming to facilitate the Client in making his own investment decisions and any such information does not constitute personal investment advice. In case the Company is deemed, for any reason to provide any recommendation and/or advice, the Client hereby agrees that any transaction effected either by adopting or ignoring any such recommendation and/or advice shall be deemed to have been affected by the Client relying exclusively on his own judgment and the Company shall have no responsibility.

Provision of investment advice shall only be carried out by the Company subject to a separate written agreement with the Client and after assessing the Client's personal circumstances. Unless such written agreement has been entered into between the Client and the Company, the provision of reports, news, opinions and any other information by the Company to the Client does not constitute investment advice or investment research.

The Client agrees and acknowledges that he shall be exclusively responsible for any investment strategy, transaction or investment and he shall not rely on the Company for this purpose and the Company shall have no responsibility whatsoever, irrespective of any circumstances, for any such investment strategy, transaction or investment.

The Client has the right to cancel his order given to the Company within 3 seconds after the moment of giving such order to the Company (hereinafter referred to as the "Cancellation"). The client agrees and understands that the three seconds cancellation option offered by the Company is applicable and available for the client as long as the price remains unchanged. Three seconds from the moment of giving the order to the Company by the Client via the platform, the Company may (but is not obliged to) offer to buy out the option from the Client and the Client have the right to agree to such offer (hereinafter referred to as the "Buyout"). The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the platform. Such conditions can also include the fee charged by the Company. Such fee is specified on the platform. The Company is obliged to provide all necessary information as to the conditions of Cancellation and Buyout, their cost, etc. The Client acknowledges and agrees that provision of such information on the platform is sufficient. The Client acknowledges and agrees that the use of Cancellation or Buyout is very risky to the Client as long as the cost of Cancellation and/or Buyout depends on the market situation. The Client acknowledges and agrees that he bears all the risks associated with the use of Cancellation and/or Buyout.

4. ACCOUNT OPENING INFORMATION AND REQUIREMENTS

When you register for a trading account, the Company will ask you to provide their personal data, as part of the account opening procedure that will allow us to identify you and categorize you according to the “Client Categorization Policy” of the Company. This information is collected in line with our stringent verification procedures which are used to deter international money laundering operations and to ensure the security and safety of our customers’ trading activity throughout and is subject to the Company’s “Privacy Policy”. We may not be able to proceed to offer our Services and the Client may be unable to proceed in his account registration unless the necessary information is provided.

Verification documents may include but are not limited to:

1. Passport or National ID Card issued by Government Authority
2. Proof of Address in the form of a Utility Bill or Bank Statement
3. Copy of the client’s Credit Card

The Company reserves the right to request additional supporting documents during the verification of the Client's Trading Account and on an ongoing basis during the business relationship if such information is required either due to legal and/or regulatory obligations that the Company may have or if such information are necessary so as the Company may efficiently offer its services to the Client.

Depending on the method of deposit, the Company reserves the right to request supporting documentation in order to verify the beneficial owner of the account from which funds have been sent if such information is required either due to legal and/or regulatory obligations that the Company may have or if such information is necessary so as the Company may efficiently offer its services to the Client.

In the case of Credit or Debit Cards deposits, the Company will request a scan copy of the front and back of the card. The Client should ensure to only leave available the first 6 and last 4 digits of the card number. All other digits and the CVV Code on the back should be covered for the Client's protection.

The Client agrees to:

1. Notify the Company of any changes to their personal and/or financial information by sending an email to backoffice@shinetrades.com.
2. Notify the Company of any changes to their email or telephone number by sending an email to backoffice@shinetrades.com.
3. Provide true and accurate data

The Company reserves the right to use the Client's information, inter alia, in order to follow anti-money laundering regulation. The Client authorizes the Company to use such information to perform internal checks.

The Company may, at its discretion and depending on the deposit amount of the Client (maximum amount EUR 2,000), give the client up to fifteen (15) days from the initial contact, to provide supporting documents for the verification of the account.

In our case, the initial contact always takes place the moment that the customer accepts the terms and conditions.

During this time, the Client will have access to the trading platform. If the Client does not provide the documentation within this timeframe, the Company will block the client's account and return any remaining funds. The returned deposits include any profits gained by the customer during its transactions and deducting any losses incurred.

The Client may at any time notify the Company that it wishes to exercise any of its rights afforded to it by the GDPR and listed below (and explained in detail in our Privacy Policy) in accordance with the procedure described in our Privacy Policy:

1. Request access to your personal data (commonly known as a "data subject access request").
2. Request correction of the personal data that we hold about you.
3. Request erasure of your personal data.
4. Subject to the legal basis on which the processing activity is based, you may object to processing of your personal data. Please note that in some cases, we may have compelling legitimate grounds to process your information which we need to comply with.
5. Request restriction of processing of your personal data.
6. Request the transfer of your personal data to you or to a third party.
7. In case the processing of the data is performed subject to your consent, you may withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

5. APPROPRIATENESS ASSESSMENT

In order to comply with CySEC requirements, the Company incorporates during the registration process an appropriateness assessment, which will allow us to assess whether the Service or Financial Instrument is appropriate for you.

You are required to provide true and updated information and we are entitled to rely on the information you provide us. We have no responsibility for the information which you provide to us and we will assess your appropriateness on the basis of the information you give to us.

Based on the information you provide us, we will determine whether the Service or Financial Instrument is suitable or not for your level of experience and/or knowledge.

If you elect to refrain from providing the information required or if you provide insufficient information, we will be unable to determine whether the Service or Financial Instrument is appropriate for you. Therefore, your request to open an account with the Company will be declined until the final completion of the full questionnaire.

6. CLIENT ACCEPTANCE AND ON-GOING REVIEW

According to the Law on Distance Trading of Financial Services Consumers of 2004 the Company falls under the exception of article 11 of the Law, as a result the client does not possess the right of withdrawal.

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.

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 as well as when an update is required.

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.

In addition, you are obliged to update your personal information included in your economic profile at least once a year as well as, provide the Company with updated verification documents upon Company's request.

In regards to the update of the verification documents, please note that you need to provide the Company as soon as possible with a translated (English) Proof of Residence upon Company's request.

- Utility Bill (gas bill or water bill or electricity bill or landline telephone bill) or - Income Tax Bill or
- Bank/Credit Card Statement (signed and stamped by an authorized person of the bank)

The validity of the Proof of Identity lasts until the expiration date of the provided document.

Furthermore, you are obliged to provide the Company with further documentation if it is requested at a later stage.

7. CLIENT CATEGORISATION

The Company is required under MiFID II to categorize any Client as eligible Counterparty, Professional Client or Retail Client so that when carrying out business with a Client, the Company can provide the level of information, services and protection that is appropriate to and consistent with a Client categorization.

On the basis of the information available to the Company, the Company categorizes the Clients as Retail Clients (by default) and agree that they will be subject to the rules of professional conduct, which govern the Company's relationship with Retail Clients. This categorization provides the highest level of protection compared to a Professional Client or Eligible Counterparty. In the event that you wish to be re-categorized you must inform the Company in writing, clearly stating such a wish or by competing the online Client Categorization Form, available in our website. In such a case, the Company will assess specific quantitative and qualitative criteria in accordance with the provisions of the Law and the change of categorization of the Client from Retail to Professional will depend on its absolute discretion.

You are bound by the method and process of categorization as this is defined and thoroughly explained in the "Client Categorization Policy" which can be found on the Company's website.

8. LEVERAGE

Clients, who have been classified as ''retail clients'' upon establishing a business relationship with the Company, shall be granted the below leverage in respect to the CFD underling product offered:

30:1 for major currency pairs;

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

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

5:1 for individual equities and other reference values;

Further to the above, the stop out level that the clients with positions on any CFDs Instruments shall be 50%.

9. GUARANTEES ON BEHALF OF THE CLIENT

The Client represents and warrants to the Company that:

1. The Client has the authority to enter into this Agreement and to execute the provisions thereof;
2. The Client is not under any legal disability with respect to, and is not subject to any law or regulation which prevents his performance of this Agreement or any contract or transaction contemplated by this Agreement;
3. the Client acts as principal and not as an authorized representative / attorney or trustee of any third party, unless has produced, to the satisfaction of the Company, a document and/or powers of attorney enabling you to act as representative and/or trustee of any third person.

4. the monetary funds and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal acts and/or criminal activities and/or terrorism;

5. the monetary funds and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company, shall belong exclusively to the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing;

6. the Financial Instruments and/or legal documents, which the Client delivers to the Company are authentic, valid and free of any defect and they shall have the legal effect which they contend to have;

7. The Client certifies that he has provided accurate, complete and true information about himself upon registration and will maintain the accuracy of the provided information by promptly updating any registration information that may have changed. Failure to do so may result in Trading Account closure, Trading Account limitations and/or voiding of any transactions;

8. The Client confirms that he/she is not a US Reportable Person or citizen or resident of, Japan, Syrian Arab Republic, the Islamic Republic of Iran and the Democratic People's Republic of Korea;

9. The Client confirms that he has reached the age of maturity in the country of his/her residency;

10. The Client confirms that he is of legal competence and/or of sound mind;

11. The Client will provide KYC documents to the Company within a period not exceeding 15 days from the moment of depositing funds.

The Client confirms that the purpose and reason for registering and operating a Trading account with Shine Trades is to trade, on their own behalf, in any financial instruments and to take advantage of the services offered by the Company. The Client warrants that should the reason for operating a Trading account with Shine Trades change, they will inform the Company immediately.

The Client warrants and/or shall repeat the above warranties at all times, including, without limitation, during and/or upon the execution of any transaction and/or trade, through the Trading Account and the provision of the Services.

10. ELECTRONIC TRADING

The Company will provide you with Access Codes for gaining online access to the Company's website and/or trading platforms, thereby being able to place orders for any Financial Instrument available from the Company and entering into Transactions with the Company. Further, you will be able to trade on the Company's Trading Platforms with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that the Company can, at its absolute discretion, terminate your access to the Company's systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency. In such cases, the Company may close any or all Trading Accounts.

The Client agrees and declares that:

1. the Client will ensure that the Username and Password issued by the Company in relation to the use of the Service(s) will only be used by him and will not be disclosed to any other person;

2. The Client shall destroy any written notification of his security information upon receipt;

3. The Client shall avoid choosing numbers, passwords etc. which may be easy to guess such as birthdays and telephone numbers;

4. The Client shall never write down or record his security information without disguising it, and

5. The Client shall be liable for all orders given through his security information and any orders received in this manner by the Company shall be considered to have been given by the Client.

6. The Client is granted an exclusive and non-assignable right to the use of and access to the Trading Account and that it is his responsibility to ensure that no other third party,

including, without limitation, to any next of kin and/or to members of his immediate family, shall gain access to and/or trade through the Trading Account assigned to her/him.

7. Frequent access and logins to the Trading Account via different IP addresses from different countries and/or via the use of VPN or VPS is an indication that shall reasonably lead the Company to believe that paragraphs 9.2.1 and 9.2.6 have been breached.

The Client undertakes to notify the Company immediately if the Client notices or has any reason to suspect that:

1. The Client's security information has been learnt or may be misused by any person;

2. Any unauthorized or irregular transaction was recorded on his Trading Account;

3. An erroneous order confirmation or any similar inaccurate or conflicting statement or any information;

The Client acknowledges that the provision of the Service(s) may involve information being transported over an open network. Information is therefore transmitted regularly and without control across borders. The Company takes reasonable steps to avoid information being intercepted and read by third parties, by utilizing techniques such as encryption, however it is not always possible to avoid someone other than the Company from gaining access to information about the Client and the Client dealings with the Company.

The Client acknowledges that the Company will not take action based on the orders transmitted to the Company for execution by electronic means other than those orders transmitted using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such orders.

The Company bears no responsibility for any actions or omissions of third parties nor does it bear any responsibility for any damage and/or loss and/or expense caused to the Client or third parties as a result of and/or in relation to any aforesaid action or omission.

The Company is not responsible for any power cuts or failures from the client's part that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this agreement because of network connection or electricity failures.

Orders can be transmitted to the Company for execution, only within the operating (trading) time. The Client's order shall be valid and in accordance with the type and time of the given order, as specified.

The Client acknowledges and agrees that the Company has the right to close any transaction, at its sole and absolute discretion without providing prior notice to the Client if the underlying asset or contract on which the transaction is based settles on an expiry date as determined by the relevant financial market, in which the said asset is traded (such time referred to as 'Closing Time' and the relevant expiring transaction referred to as an 'Expiring Transaction'). The Company will not be obligated to take actions to roll over an open position in an Expiring Transaction.

In case of force-majeure, the Company may suspend, freeze and/or cancel the Client positions and suspend any trading activities on the Trading Platform, and/or suspend the trading of a particular asset and/or request the revision of the executed transactions.

In the event that any account remains inactive i.e. no login was detected on the client's accounts for a period of at least twelve **(12)** months (the ''Inactivity Period''), will be considered by the Company as being dormant account and then the Company reserve have the right to charge a monthly service fee of Euro/USD/GBP **40 (forty)** in the same base currency as the Client's Trading account .This fee shall be automatically deducted from Client's account balance on the first **(1st)** day of each calendar month.

Please be advised that the aforementioned service fee shall become owing to the Company after the Inactivity Period. You will be notified by the Company before the first inactivity fee is charged and once your account will be deemed as inactive. For the reactivation of an Inactive and/or Dormant Account, you must contact the Company at support@shinetrades.com .

11. ORDERS – INSTRUCTIONS AND BASIS OF DEALINGS

You can place an Order via the Company's trading platform. Once your instructions or Orders are received by the Company, they cannot be revoked, except with the Company's written consent which may be given at the Company's sole and absolute discretion.

You place your order request at the prices you see on your terminal/platform and the execution process is initiated. Due to the high volatility of the market as well as the internet connectivity between the customer terminal and the server, the prices requested by the customer and the current market price may change, during this process.

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

The Company uses it's reasonable endeavors to execute any order promptly, but in accepting your orders the Company does not represents or warrants that it will be possible to execute such order or that execution will be possible according to your instructions. In case the Company encounters any material difficulty in carrying out an order on your behalf, for example in case the market is closed and/or due to illiquidity in financial instruments and other market conditions, the Company shall promptly notify you and execute the order at the first best available price.

Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. Your Order shall be valid and in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period.

The Company shall record telephone conversations, without any other warning further to the notification through this Agreement, to ensure that the material terms of a Transaction and/or order placed by the customer and/or any other material information relating to a transaction are properly recorded. Such records will be the Company's property and will be accepted by you as evidence of your orders or instructions. Such monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

The Company may require you to limit the number of open positions which you may have with the Company at any time and the Company may in its sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained. The position limits will be notified in advance to you either through the Company's website or trading platforms.

If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.

The Company has the right to set control limits in relation to your orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:

a. controls over maximum order amount and size;

b. controls over the electronic systems and/or trading platforms to verify for example your identity during the receipt of the order; or

c. any other limits, parameters or controls which the Company may deem required to be implemented in accordance with Applicable Regulations.

There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions. You acknowledge that some markets place restrictions on the types of orders that can be directly transmitted to their electronic trading systems. These types of orders are sometimes described as synthetic orders. The transmission of synthetic orders to the market is dependent upon the accurate and timely receipt of prices or quotes from the relevant market or market data provider. You acknowledge that a market may cancel a synthetic order when upgrading its systems, trading screens may drop the record of such an order, and you enter such orders at your own risk. You shall refer to the Company's website for details of the restrictions/limits imposed on Transactions performed through its electronic systems and/or trading platforms.

The Client acknowledges and accepts a) the risk of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures of such means, b) the risk of delay or other problems as well as c) the risk that the orders may be placed by unauthorized persons and agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance to such orders. The Client accepts that during the execution of

his order, the Company shall have no responsibility as to its content or the identity of the person placing the order, except for gross negligence, willful default or fraud by the Company.

Best Execution Policy

The Company takes all sufficient steps to obtain the best possible results for its Clients. The Company's '' Best Execution Policy'' sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument. You acknowledge that you have read and understood the "Best Execution Policy", which was provided to you during the registration process and which is uploaded on the Company's website.

The Company considers a range of factors in deciding whether to execute a Client's Order. These include price, costs, and speed together with any other consideration relevant to the execution of the order. In determining the relative importance of these factors, the Company takes into account the client's status, together with the nature of the order, the characteristics of the financial instruments to which the order relates and the characteristic of the execution venues.

Prior to the selection of an execution venue, the Company considers both qualitative and quantitative criteria. In particular, the pricing and the costs in relation to the execution of Client's orders and the overall impact to the Client is one of the main factors for the selection of an execution venue. Other factors that the Company takes into consideration are, for instance, the speed of processing and likelihood of execution as well as the financial soundness and order execution policy of such Venue. The Company also ensures that losses will not exceed the total available funds per Clients' Trading account(s) (negative balance protection).

12. REFUSAL OF EXECUTION OF ORDERS

The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to execute orders, including, without limitation, in the following circumstances:

1. If the execution of the order aims or may aim to manipulate the market price of the

Financial Instruments (market manipulation);

2. If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading);
3. If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering);
4. If the Client has insufficient funds to cover the purchase of Financial Instruments or if there is insufficient number of Financial Instruments to cover their sale;
5. If the Client fails to fulfill any of his obligations towards the Company under this Agreement;
6. The Company's own exposure levels as set out in the Company's internal policies have been reached in respect of the Financial Instrument or the underlying asset of the Financial Instrument the Client wishes to buy/sell;
7. If the Client seeks to be or became the US Reportable Person or the citizen or resident of Syria, Iran, North Korea or Japan.

Any such refusal by the Company shall not affect any obligation, which the Client may have towards the Company.

13. CLIENT'S MONEY (SAFEGUARDING OF CLIENTS' FUNDS)

Funds belonging to you that will be used for trading purposes will be kept in an account with any bank or financial institution used to hold or deposit funds which the Company will specify from time to time and will be held on clients' denoted accounts under the Company's name. It is noted that the Company's own funds are kept on separate accounts from the clients' funds. It is understood that the Company may hold funds on behalf of you in a bank established and authorized outside the European Union. The legal and regulatory regime applying to any such bank might be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous events in relation to that bank, your funds may be treated differently from the treatment which would apply if the funds were held

with a bank in an account in Cyprus and the European Union. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

By accepting the Agreement, you authorize the Company to make any deposits and withdrawals from the Bank Account on your behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

It is commonly understood that any amount payable by the Company to you, shall be paid directly to you to a bank account the beneficial owner of which is you. Fund transfer requests are processed by the Company on the same day which the request was received or the next working day if the client's request is received outside of normal trading hours and the time needed for crediting into your personal account will depend on your bank account provider. The Company shall ensure that withdrawal requests are processed on the same day which the request was received or the next working day if the client's request is received outside of normal trading hours.

The Company retains a right of set off and may, at its discretion, from time to time and without your authorization, set-off any amounts held on behalf and/or to the credit of you against your obligation to the Company. Unless otherwise agreed in writing by the Company and you, this Agreement shall not give rise to rights of credit facilities.

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

The Company reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation provided.

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

You agree that any amounts sent by you in the Company's bank accounts, will be deposited to your trading account at the value date of the payment received and net of any charges/fees

charged by the Bank Account providers or any other intermediary involved in such transaction process. In order for the Company to accept any deposits by you, the identification of the sender must by verified and ensure that the person depositing the funds is you. If these conditions are not met, the Company reserves the right to refund the net amount deposited via the method used by the depositor.

The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where you need to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to your trading account.

In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from your trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit.

You agree to waive any of your rights to receive any interest earned in the funds held in the Bank Account where your funds are kept.

For the purposes of safeguarding Client money, according to the applicable legal framework, the Company:

1. Will retain accurate corresponding records distinguishing the Client money from its own as well as that of other Clients.
2. Will conduct on a regular basis reconciliation between its internal accounts and records and those of any third parties by whom those funds are held.
3. Will keep all Client money segregated from its own funds
4. Will not use Client money for its own business purposes
5. Will ensure that Client money deposited into financial institutions is segregated from its own money in clearly identified accounts

The financial institution where segregated client funds will be kept may be within Cyprus or within the EEA. It should be noted that the applicable legislation applied to such financial institutions outside of Cyprus (but within EEA) may be different from the applicable legislation

in Cyprus. In the event of insolvency, your funds may be treated differently from any treatment applicable to funds held in segregated accounts in Cyprus.

14. DEPOSITS & WITHDRAWALS

The Client's Trading Account shall be activated upon the deposit of funds.

The Client is able to deposit funds into his account at any time during the course of business relationship. Deposits can be made through a number of methods as specified on the Company's Website, which may be changed at the Company's discretion. When making a deposit, the Company shall credit the Client's trading account with the relevant amount.

The Company prohibits third party or anonymous payments into the Client's trading account. Only funds sent from an account held in the Client's name and belonging to the Client are acceptable. The Company reserves the right at its discretion, if it has identified third party or anonymous deposits, to block the account. The Client should note that any remaining funds will be returned to the third-party source via the same payment method and any profits accumulated by the Client using third party or anonymous funds will not be made available to the Client.

The Company reserves the right to request documentation to confirm the source of funds deposited into the Client's account in accordance with its legal and regulatory obligations.

Once a withdrawal request has been submitted, it will be processed on the same day or next business day if the request was received outside of normal trading hours. Once the request has been approved, please allow an additional 3-7 days for the funds to show in your account.

The client will be duly notified by email regarding the cancellation of his/her withdrawal request. The Company will process withdrawals upon receiving a request through the Client's platform or via e-mail. When requesting a withdrawal, the Client should note that the withdrawal of funds will be sent back to the same account via the same method from where the initial deposit was received The Client is able to request any profit (above his deposit amounts) through other available methods, as long as the account the withdrawal is to be made belongs to the Client.

Withdrawals can only be requested to accounts in the Client's name. No withdrawals will be processed to third party or anonymous accounts.

In case the Client performs a withdrawal request without any trading activity from the last deposit made or if any other form of abuse is found Shine Trades reserves the right to charge the Client the equivalent amount of any deposit fees incurred, or 3% of the total withdrawal amount.

15. PRICING

The Company will quote prices at which it is prepared to deal with you. Save where:

(a) The Company exercises any of its rights to close out a Transaction; or

(b) a Transaction closes automatically,

it is your responsibility to decide whether or not you wish to deal at the price quoted by the Company. The Company's prices are determined by the Company in the manner set out in the enclosed terms.

Each price shall be effective and may be used in a dealing instruction prior to the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by the Company. A price may not be used in a dealing instruction after such time. Each price shall be available for use in a dealing instruction for a transaction with a principal amount not to exceed a maximum determined by the Company. You acknowledge that these prices and maximum amounts may differ from prices and maximum amounts provided to other customers of the Company and may be withdrawn or changed without notice. The Company may in its sole discretion and without prior notice to you immediately cease the provision of prices in some or all currency pairs and for some or all value dates at any time.

When the Company quotes a price, market conditions may move between Company's sending of the quote and the time your order is executed. Such movement may be either in your favor

or against it. Prices that may be quoted and/or traded upon, from time to time, by other market makers or third parties shall not apply to trades between the Company and you.

16. SETTLEMENT AND CANCELLATION OF TRANSACTIONS

The Company shall proceed to a settlement of all transactions upon execution of such transactions. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the Company.

The Company has the right to cancel a transaction if it has adequate reasons/evidence to believe that one of the following has incurred:

a. Fraud/illegal actions led to the transaction,

b. Orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third-party service providers.

c. The Company has not acted upon your instructions.

d. The Transaction has been performed in violation to the provisions of this Agreement.

e. The Company reserves the right to cancel executed trades if the trade cancellation feature is abused. An acceptable rate of cancellation is 2 cancelled trades per executed trade. A rate of cancellation higher than 2 cancelled trades per executed trade will be considered abuse of the cancellation feature.

The Company offers clients the ability to cancel trades within 3 seconds of opening the position, if they find the position to be undesirable.

17. LAWS AND MARKET REGULATIONS

All transactions of the Client shall be subject to the laws, which govern the establishment and operation, the regulations, arrangements, directives, decisions, circulars and practices (jointly referred to as "the Laws and Regulations") of the CySEC and any other authorities which govern the operations of Investment Firms, as they are amended from time to time. The

Company shall be entitled to take or avoid taking any necessary measures in order to comply with the Laws and Regulations, included but not limited to FATCA, in force from time to time.

18. PROVISION OF INFORMATION TO THE CLIENT

Where the Company holds Financial Instruments or funds on behalf of the Client, it shall send to the Client at least on a quarterly basis, a statement in a Durable Medium of those Financial Instruments or funds unless such a statement has been provided in any other periodic statement.

Where the Company executes a Client's order, it shall send to the Client, in a Durable Medium, a notice which confirms execution of the order and includes the essential information concerning its execution, no later than the first business day following execution.

The notice confirming the execution of the order, which shall be sent by the Company to the Client, shall include, as the case may be, the Company's identification, the full name of the natural person, the trading day and time, the type of the order, the execution venue, the identification of the Financial Instrument, reference to the type of order (buy or sell), the quantity, the unit price, total consideration and the total sum of the commissions and expenses charged. The notice will further include the client's responsibilities in relation to the settlement of the transaction, including the time limit for payment or delivery as well as the appropriate account details where these details and responsibilities have not previously been notified to the client.

The Client may request from the Company to send him information about the status of his/her order.

The Client may object in writing any part of the notice referred to in paragraph 17.3 above within 5 (five) business days from the date he receives the notification. Failure of the Client to act as above shall prevent the Client from raising any objection or dispute on the specific transaction. An objection of the Client does not result in the cancellation of the transaction.

19. FINANCIAL INFORMATION

Through one or more of its Services, the Company makes available to you a wide range of financial information that is generated internally, from agents, suppliers or partners ("Third Party Providers"). This includes, but is not limited to financial market data, quotes and news, analyst opinions and research reports, graphs and data ("Financial Information").

The financial information provided on the Company's website is not intentional investment advice. The Company and its Third-Party Providers do not warrant the accuracy, timeliness, and completeness or correct sequencing of the financial information, or results of your use of this financial information. The financial information may promptly become unreliable for various reasons, including, for instance, changes in market conditions or economic circumstances.

It is your responsibility to verify the reliability of the information on the Company's website and its suitability for your needs. We exclude all liability for any claim, damage or loss of any kind caused by information contained in the Company's website or referenced by the Company's website.

The Client approves and accepts that any oral information given to him/her in respect of his Trading Account might be partial and unverified. The Client accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.

20. EMIR

Each party acknowledges that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

Each party further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognized in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such

disclosures could result in certain anonymous transaction and pricing data becoming available to the public. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third-party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. Each party also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction. For the avoidance of doubt, (i) to the extent that applicable nondisclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such law; (ii) any agreement between the parties to maintain confidentiality of information contained in this Agreement or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and (iii) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.

The consenting party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

21. ACKNOWLEDGEMENT OF RISKS

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

The Client acknowledges that they fully understand the risks involved in trading CFDs (and other similar products), including, but not limited to, the risk of loss of all funds including the

entire balance of the Client's account when the Client selects the option to use his available balance in order to keep his CFD position open or when the transaction of the client will result in loss.

CFD Trading does not give you any right to the underlying instrument of the Transaction. This means that you do not have any interests in, or the right to purchase any underlying shares in relation to such instruments because the CFDs represent a notional value only.

You are aware and acknowledge that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/or sale of Financial Instruments) through the Company and the Company's Trading Platform and accepts that you are willing to undertake this risk upon entering into this business relationship.

You declare that you have read, understood and unreservedly accepted the following:

a. Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. Historical data are not and should not be considered as reflective of the future returns of any Financial Instrument.

b. In cases of Financial Instruments traded in currencies other than the currency of your country of residence, you are running the risk of a change in the exchange rate that will decrease the value and price of the Financial Instruments and in effect their performance.

c. You must be aware that you are running the risk of losing all of your funds invested, and must only purchase Financial Instruments if you are willing to do so, if happened. Further, all expenses and commissions incurred will be payable from you.

The maximum loss that may be incurred by any customer is the amount of money paid by them to the Company including rolling fees for day trade deals.

Each financial contract purchased by a customer via the Company's website is an individual Agreement made between that customer and the Company, and is not transferable, negotiable or assignable to or with any third party.

By accepting this Agreement, you consent that you have read and accepted the terms of the "Risk Disclosure" that the Company has adopted as this policy is mentioned in detail in the Company's main website public and available to all Clients.

22. COSTS AND CHARGES

The Client shall be obliged to pay to the Company the commissions, charges and other costs as agreed with you from time to time. The Company will provide to the Client an itemized breakdown of the total commissions, costs and charges at the request of the Client.

The client may be required to pay commission or financing fees, the amount of which is disclosed on the Company Website. More information in regards to the costs you can find them in the Key Information Documents that are available on the Company's website and are listed below (links):

Before you begin to trade CFDs on commodities you should familiarize yourself with all one-of, ongoing, and incidental costs for which you will be liable. These charges will reduce any net profit or increase your losses. More information about the costs and charges can be found on the link https://www.shinetrades.com/trading/forex-and-spot-metal-spreads. This table shows the different types of cost

One-Off costs	Spread	The difference between the bid (sell) price and the ask (buy) price. The difference reflects the cost of opening a position. Spread is depended on many different factors, including but not limited to, the underlying liquidity and volatility, time of the day and notional trade size. For example, if the underlying asset EUR/USD is trading at 1.2029, our ask (buy) price might be 1.2030 and the bid (sell) price might be 1.2028. The spread in this example is (ask-sell price) = 2 pips
	Commission	Investors may be subject to other charges relating to the deposit and withdrawal methods, which can be viewed here: https://www.shinetrades.com/trading/deposit-and-withdrawal
Ongoing costs	Swap Free	The company reserves the right to charge the Client a swap free for keeping a position open overnight. This swap fee can be subject to changes in the future. The swap fee for overnight keeping of positions on Wednesday is 3 times the normal swap fee to include the weekend. (Swap Fee example)

categories and their meaning.

Subsequently, before you begin to trade CFDs on currency pairs you should familiarize yourself with all one-of, ongoing, and incidental costs for which you will be liable. These charges will reduce any net profit or increase your losses. More information about the costs and charges can be found on the link https://www.shinetrades.com/trading/forex-and-spot- metal-spreads .

This table shows the different types of cost categories and their meaning.

One-Off costs	Spread	The difference between the bid (sell) price and the ask (buy) price. The difference reflects the cost of opening a position. Spread is depended on many different factors, including but not limited to, the underlying liquidity and volatility, time of the day and notional trade size. For example, if the underlying asset EUR/USD is trading at 1.2029, our ask (buy) price might be 1.2030 and the bid (sell) price might be 1.2028. The spread in this example is (ask-sell price) = 2 pips
	Commission	Investors may be subject to other charges relating to the deposit and withdrawal methods, which can be viewed here: https://www.shinetrades.com/trading/deposit-and-withdrawal
Ongoing costs	Swap Free	The company reserves the right to charge the Client a swap free for keeping a position open overnight. This swap fee can be subject to changes in the future. The swap fee for overnight keeping of positions on Wednesday is 3 times the normal swap fee to include the weekend. (Swap Fee example)

Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amount. The value of opened positions in some types of CFDs is increased or reduced by a daily swap rate throughout the life of the contract. Swap rates are based on prevailing market interest rates, which may vary over time. For all types of CFDs that the Company offers, the commission and financing fees are not incorporated into the Company's quoted price and are instead charged explicitly to the Client account. Any commissions or fees which the Company receives or pays will be affected according to the provisions of Applicable Regulations.

The Client is hereby informed that in the event where the Client has been introduced to the Company by a partner (Introducer and/or Affiliate) of the Company's partners and/or of the Company and/or any third party, the Company may pay a fee and/or commission to those partners and/or the partner directly, 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.

In case of any value added tax or any other tax obligations that arise in relation to a transaction performed on behalf of you or any other action performed under this agreement for you, the amount incurred is fully payable by you and in this respect you must pay the Company immediately when so requested and the Company is fully entitled to debit the account of you with the outstanding amount to be settled (excluding taxes payable by the Company in relation to Company's income or profits).

All payments to the Company under this Agreement shall be made in such currency as the Company may from time to time specify to the bank account designated by the Company for

such purposes. All such payments shall be made by the Client without any deduction or withholding.

The Company may pay fee/commission to referring agents or other third parties based on written agreement.

23. CONFLICTS OF INTEREST

According to the Law the Company is required to have arrangements in place to manage conflicts of interest between the Company and its clients and between other clients. The Company will make all reasonable efforts to avoid conflicts of interest when they cannot be avoided the Company shall ensure that you are treated fairly and at the highest level of integrity and that their interests are protected at all times.

You acknowledge and accept that you have read and accepted the "Conflicts of Interest Policy", which was provided to you during the registration process and is uploaded on the Company's official website.

24. COMPANY LIABILITY AND INDEMNITY

It shall be noted that the Company and any entity related to the Company, will perform transactions in good faith and with proper due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Orders and/or from which transactions are carried out on behalf of you, including where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

The Company will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your Financial Instruments.

In case the Company incurs any claims, losses, damage, liability or expenses that arise throughout the provision of the Services and all related operations that are performed as a mean for these Services to be performed to you as these are agreed in this Agreement or in relation

to the potential disposal of your Financial Instruments, you are fully liable for these losses/expenses/liabilities/claims whereas the Company bears absolutely no responsibility and it is therefore your responsibility to indemnify the Company for the aforementioned.

The Company shall not be held liable for any damage caused to you as a result of any omission, negligence, deliberate omission or fraud by the bank where the Company's bank account is maintained.

The Company shall not be held liable for the loss of Financial Instruments and funds of you in cases where your assets are kept by a third party such as a bank, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by you, of any change in the said information.

The Company makes every effort to ensure that the Banks and institutions to which your funds and/or Financial Instruments are deposited are of good standing and reputation. However, the Company shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as a liquidation, receivership or any other event that causes the Bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.

The Company being a member of the Investors Compensation Fund (the "Fund") provides retail clients with the security of receiving compensation from the Fund, for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfil its obligations regardless of whether that obligation arises from a breach of applicable law or regulations, the Agreement or from any wrongdoing by the Company. By accepting the Agreement, you have read, understood and accepted the information under the title "INVESTOR COMPENSATION FUND" as this information is loaded on the Company's main website public and available for all Clients. Payments under the Investor Compensation Fund in respect of investments are subject to a maximum payment to any retail investor of EUR 20,000.

Without prejudice to any other terms of this Agreement, the Company will not be liable for:

a. Systems errors (Company's or service providers)
b. Delays
c. Viruses
d. Unauthorized use

e. For any act taken by or on the instruction of a Market, clearing house or regulatory body.

The Company shall not be liable to you for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub- custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where the Company has declined to enter into a proposed Transaction). In no circumstance, shall the Company has liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

You shall pay to the Company such sums as it may from time to time require in or towards satisfaction of any debit balance on any of your accounts with the Company and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of the Company's rights.

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The Company will not be liable to you for a representation that is not set out in this Agreement and that is not fraudulent.

25. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

This Agreement shall be valid for an indefinite time period until its termination from either the Company or you or both.

The Agreement may be amended on the following cases:

1. Unilaterally by the Company if such amendment is necessary following an amendment of the applicable regulations or if CySEC or any other regulatory authority issues decisions or binding directives which affect the Agreement. In any such case, the Company shall notify the Client of the said amendment either in writing or per electronic mail or through its main webpage and your consent shall not be required for any such amendment.

2. In cases where the amendment of the Agreement is not required by any change in the legal framework, the Company shall notify you of the relevant amendment through its main webpage and/or via email. If objections arise, you may terminate the Agreement within 5 days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of you shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that you consent and/or accepts the content of the amendment.

26. TERMINATION

Each Party shall be entitled to terminate this Agreement with immediate effect by giving to the other Party a written notice without any explanation. If the client wishes to terminate his business relationship with the Company he must address his written notice directly to backoffice@shinetrades.com . Upon termination of this Agreement, the Company will be entitled without prior notice to the Client to cease to grant the Client access to the Trading Platform. All Client's Open Positions shall be closed by the date of termination without derogating all the provision aforementioned therein, including charges, fees and penalties.

The Company may terminate the Agreement immediately without giving any notice in the following cases:

a. Death of the Client;

b. In case of a decision of bankruptcy or winding up of you is taken through a meeting or through the submission of an application for the aforementioned;

c. Termination is required by any competent regulatory authority or body;

d. You violate any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;

e. You violate any law or regulation to which you are subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;

f. You involve the Company directly or indirectly in any type of fraud.

g. An Event of Default as defined in Section 25 of this Agreement occurs.

h. If the Company believes that any information provided by the client is no longer current or accurate, or if the client fails to otherwise comply with any term or condition of this Agreement and all rules and guidelines for each service. Upon such violation, the Client agrees to cease accessing services.

i. The Client is required to provide the company with full and updated Due Diligence Documents (KYC Documents) at all times. The Company shall notify the Client about any expired documents through different means of communication. If the Client does not provide valid and updated information within fifteen (15) calendar days after the documents have expired, the account(s) will be set to Close Only Mode (the Client will not be permitted to open any new Transactions or increase exposure under existing Transactions, but the Client will be permitted to close, partially close or reduce exposure, under existing Transactions).

j. The Client will be able to re-activate Client's accounts and resume trading once updated Client Identification and Due Diligence Documents are provided and accepted by the Company.

k. In the case that the Client does not provide requested updated documents within 60 calendar day's period since the date the account(s) has been transferred to Close Only Mode:

1. If the Client has zero balances with the Company, the account(s) of this Client will be closed and business relationship between the Company and the Client will be terminated.

2. If the Client has balances with the Company and does not have open positions, then one of the below actions will take place prior to closing the account(s):

i). The Company will send the funds back to the same source as received and proceed with the closure of the account(s) once the balance of the account(s) is zero; ii). In case that there is no response from the Client or funds could not be send to the same source as received, Client's funds will be kept in segregated bank accounts of the Company and denominated as Client Funds until a feedback is received from the Client. Email can be sent to backoffice@shinetrades.com in order to submit a withdrawal request; iii). The account(s) of the Client will be closed and business relationship between the Company and the Client will be terminated.

3. If the Client has balances with the Company and has open positions, once all open positions will be closed by the Client, the Company will proceed with one of the relevant actions as described above in clauses 1 and 2 depending on the Client's balance with the Company.

The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, you shall pay:

a. Any pending fee of the Company and any other amount payable to the Company;

b. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;

c. Any damages which arose during the arrangement or settlement of pending obligations.

In case of breach by you of this Agreement the Company reserves the right to reverse all previous transactions which place the Company's interests and/or all or any its clients' interests at risk before terminating the Agreement.

27. EVENTS OF DEFAULT AND RIGHTS ON DEFAULT

The following shall constitute "Events of Default" on the occurrence of which the Company shall be authorized to exercise its rights in accordance with Paragraph below:

a. The failure of you to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been provided to you by the Company.

b. The commencement by a third party of procedures seeking your bankruptcy (in case of natural person) or your insolvency or other similar voluntary case of liquidation (in case of legal person) under the applicable laws or any other similar proceedings which are analogous to those pre-mentioned in relation to you.

c. You take advantage of delays occurred in the prices and places Orders at outdated prices, trades at off-market prices and/or outside operating hours and performs any other action that constitutes improper trading.

d. You die or become of unsound mind (if natural person).

e. any representation or warranty made or given or deemed made or given by you under this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given.

f. any other situation where the Company reasonably considers it necessary or desirable for its own protection or any action is taken or event occurs which the Company considers that might have a material adverse effect upon your ability to perform any of its obligations under this Agreement.

On the occurrence of an Event of Default the Company shall be entitled to take, in its absolute discretion, any of the following actions at any time and without giving prior notice to you:

a. instead of returning to your investments equivalent to those credited to your account, to pay you the fair market value of such investments at the time the Company exercise such right, and/or

b. to sell such of your investments as are in the Company's possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as the Company may in its absolute discretion select or and upon such terms as the Company may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder, and/or

c. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at the Company's sole discretion, the Company consider necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of your contracts, positions or commitments, and/or

d. to treat any or all Transactions then outstanding as having been repudiated by the Client, in which event the Company's obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.

28. CLIENT'S PERSONAL DATA

You acknowledge and accept that your personal data will be collected, stored and processed by the Company according to all the relevant laws and regulations the Company needs to abide with.

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, for Research and Statistical purposes and for marketing purposes, if the Client's consent is obtained.

The Company will not disclose information and details about its Clients, unless so required by the Law or a Competent Authority. For more details please refer to the Company's Privacy Policy which forms a part of this Agreement as a whole.

You acknowledge that the Company might record telephone conversations between you and the Company without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be the Company's sole property and accepted by you as evidence of the Orders or instructions given.

The Client accepts that the Company may, for the purpose of administering the Terms and Conditions of the Agreement, from time to time, make direct contact with the Client by Telephone, Fax, or otherwise.

Under Applicable Regulations, the Company will keep records containing Client Personal Data, Trading Information, Account opening documents, Communications and anything else which relate.

29. TELEPHONE AND RECORDING

Telephone conversations between the client and the Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by client as conclusive evidence of the instructions or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority's to the Client for at least five years after Termination of the Client Agreement.

30. CONFIDENTIALITY

The Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement including without limitation all the communication, documentation or other information exchanged between them, both during the term of the Agreement as well as after its termination.

The Company has the right, without prior notice to the Client, to disclose personal data or details of the transactions of the Client in order to comply with the requirements of the regulatory authorities in the Republic of Cyprus or abroad. The Company may also disclose such information to its auditors/consultants provided if they are informed and committed to the confidentiality of the information communicated.

The Company will handle all Clients' personal data according to the provisions its Privacy Policy and the provisions of the GDPR and all applicable laws and regulations for the protection of personal data as this may be amended from time to time.

We are committed to safeguarding and protecting personal data and will implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to protect any personal data provided to us from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

Shine Trades applies, among others, the below data protection measures for safeguarding personal data:

- we train our employees who handle personal information to respect the confidentiality of customer information and the privacy of individuals
- requiring our employees to use passwords and two-factor authentication when accessing our systems;
- we apply Chinese walls and employees only have access to the personal data required for the purposes of the tasks they handle.
- we apply data encrypting technologies during data transmission during internet transactions and client access codes transmitted across networks
- employing firewalls, intrusion detection systems and virus scanning tools to protect against unauthorized persons and viruses entering our systems;
- using dedicated secure networks or encryption when we transmit electronic data for purposes of outsourcing;
- practicing a clean desk policy in all premises occupied by us and our related bodies corporate and providing secure storage for physical records; and
- employing physical and electronic means such as access cards, cameras and guards to protect against unauthorized access.

31. COMMUNICATION METHODS AND NOTICES

Subject to any specific provision to the contrary in this Agreement, the Client may communicate with the Company by mail, fax, email or telephone. The official communication language of the Company is English. It should be noted that all documents and information provided by the Company shall be in English, if the Company provides such information in any languages other than English, it does so for informational purposes only. The Company

will not be legally responsible or liable regarding the accuracy of the translated information. It is advised that the Client refer to the English version of such information/documentation

Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by you under the Agreement shall be performed electronically and shall be sent to the Company's mailing address as indicated in the Company's website or to any other address which the Company may from time to time specify to you for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

The Company reserves the right to specify any other way of communication with you. The Agreement is personal to the Client who does not have the right to assign or transfer any of his rights and/or obligations hereunder.

32. HANDLING OF COMPLAINTS

The Client shall contact (in writing) the Company's compliance officer in respect to any complaints for the Services provided by the Company under this Agreement through the email: complaints@shinetrades.com. The complaint shall be dealt with in accordance with the procedures set forth in the Company's Complaints Policy, available in our website.

33. GENERAL PROVISIONS

You acknowledge that no representations were made to you by or on behalf of the Company which have in any way incited or persuaded you to enter into the Agreement.

In case any provision of the Agreement is or becomes, at any time, illegal void or nonenforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity 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.

All Transactions on behalf of you shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Laws and Regulations") of CySEC, the Central Bank of Cyprus and any other authorities which govern the operation of the Investment Firms (as defined in such Laws and Regulations), 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 desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for you.

You shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under the Agreement.

The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments conducted by the Company and other information regarding the activity of the Company are accessible and addressed to any natural persons and legal entities at the Company's website over the Internet.

34. COPYRIGHT

Copyrights and Intellectual Property (IP) on the Website are the Company's property or of third parties which have authorized the Company to use such IP on the Website and Service(s). It is forbidden to copy, distribute, duplicate, present in public, or deliver the copyrighted material, in whole or in part, to third parties. It is forbidden to alter, advertise, broadcast, transfer, sell, distribute or make any commercial use of the copyrighted material, in whole or in part, except with duly signed prior permission from the Company.

Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (hereinafter – "Information") delivered to the Company shall not be considered the Client's confidential or proprietary right of. Consent to the Agreement will be considered as authorization to the Company to use the entire Clients' Information (excluding Clients' Information designated for personal identification), at the absolute and sole discretion

of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.

Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and is strictly forbidden from taking any action, which might damage the Company.

35. CONTENT AND THIRD PARTIES' WEBSITES

The Website might include general information, news, comments, quotes and other information related to financial markets and/or advertising. Some information is supplied to the Website by unaffiliated companies.

The Company does not prepare, edit or promote the information/links and/or other information provided by unaffiliated companies.

The Company will not be liable for the content of any third-party websites or the actions or omissions of their proprietors nor for the contents of third-party advertisements and sponsorship on those websites. However, it will take all the reasonable steps to ensure that the information advertised for the Company is fair, clear and not misleading. The hyperlinks to other websites are provided for information purposes only. Any Client and/or potential client use any such links at his/her own risk.

The website is regulated by the provisions of our Privacy Policy and any personal data collected and/or otherwise processed shall be processed in accordance with the provisions of our Privacy policy and the GDPR and all applicable local legislations and regulations as amended from time to time.

36. SEVERABILITY

If any provision in the Agreement and/or this Annex or its implementation towards any person or in any circumstance shall be invalid, illegal or unenforceable, the remainder of the Agreement and its implementation shall not be affected and will be enforceable in any manner allowed by law.

37. FORCE MAJEURE

The Company shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, declared or imminent war, rebellion, civil unrest, natural disasters, statutory provisions, measures taken by authorities, strikes, lockouts, boycotts, blockades or discontinuance or suspension of the operation of any Market.

The Company does not bear responsibility for not fulfilling (improperly fulfilling) of its obligations when prevented from doing so by uncontrollable circumstances.

38. ASSIGNMENT

The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his/her rights or obligations under this Agreement.

The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party. The Company shall notify the Client of any such assignment.

39. APPLICABLE LAW, JURISDICTION

This Agreement and all transactional relations between you and the Company are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located.

40. REPUTATION DAMAGES AND DEFAMATION CLAUSE

Shine Trades (CY) Ltd, is committed to maintaining its reputation and integrity. We expect our users and customers to engage with us and others respectfully and responsibly. The following clause outlines the terms related to reputation damages, defamation, and inappropriate communication:

Defamation and Negative Communication:

Users and customers are prohibited from making false statements, misrepresentations, or malicious communications that could harm the reputation of Shine Trades (CY) Ltd, its products, services, employees, partners, managers, directors, or other customers.

Responsibility for Statements:

Users and customers are solely responsible for the accuracy and legality of any statements they make, whether in reviews, comments, messages, or any other form of communication, related to Shine Trades (CY) Ltd, and its offerings.

Consequences of Violations:

Violations of this clause may result in the removal of content, suspension or termination of access to Shine Trades (CY) Ltd, services, and legal actions to recover damages caused by false statements or defamation. In particular, each customer who violate the said defamation clause will be obliged to compensate Shine Trades (CY) Ltd, previously with the amount of 100.000 Euros within a reasonable period of time.

Indemnification:

Users and customers or any other person who considers to be in a relationship with Shine Trades (CY) Ltd, agree to indemnify and hold Shine Trades (CY) Ltd, harmless from any claims, demands, damages, or legal actions arising out of or related to their communications, reviews, or statements that violate this clause.

Dispute and Resolution:

If there are concerns about false statements, reputation damage, or defamation, users and customers are encouraged to contact SHINE TRADES (CY) LTD, and to address the issue through mediation or negotiation before pursuing legal action via support@shinetrades.com.