

General Terms and Conditions

These Terms & Conditions (hereinafter referred to as the “Agreement”) shall regulate the legal relationship between **Olympus Broker**, with registered address at **47 N Central Ave, Hartsdale, NY 10530-2400, USA** (hereinafter referred to as the “Company” or “Olympus Broker”), and the user (a natural or legal entity) (hereinafter referred to as the “Client”) of www.olympusbroker.com (hereinafter referred as the “Website”).

1. The Client confirms that he/she has read, understood and accepted all information, conditions, and terms set out on the Website which are open to be reviewed and can be examined by the public and which include important legal Information.
2. By accepting this Agreement, the Client agrees and irrevocably accepts the terms and conditions contained in this Agreement, its annexes and/or appendices as well as other documentation/information published on the Website, including without limitation the Privacy Policy, Payment Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy. The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement, and subject to the Company’s final approval, the Client enters into a legal and binding agreement with the Company.
3. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company’s receipt of an advance payment made by the Client. As soon as the Company receives the Client’s advance payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.
4. The Client hereby acknowledges that each and any Operation, activity, transaction, order and/or communication performed by him/her on the Trading Platform, including without limitation through the Account, and the Website, shall be governed by and/or must be executed in accordance with the terms and conditions of this Agreement and other documentation/information on the Website.
5. By accepting this current agreement, the Client confirms that he/she is able to receive information, including amendments to the present Agreement, either via email (contact@olympusbroker.com) or through the Website.

1. Terms

1. **Account** – means a unique personified account registered in the name of the Client and which contains all the Client’s transactions/operations on the Trading Platform (as defined below) of the Company.

2. **Ask** – means the higher price in a quote. The price the Client may buy at.
3. **Bid** – means the lower price in a quote. The price the Client may sell at.
4. **Binary Options and/or All or Nothing Options and/or Turbo Options** – means financial instruments where a prediction is made on the direction of the price movement of an asset at a certain period of the day. The payout is pre-determined as a fixed amount whether the option expires in the money or if the option expires out of the money.
5. **CFD (contract for difference)** – means a tradable 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.
6. **Digital Option Contract** – means a type of derivative instrument where the Client earns a payout if they correctly predict the price movement of the underlying asset at the time of the option's expiry. The prediction can be made as to whether the value of the underlying asset will fall above or below the strike price at the time of expiration. Should the option expire at the selected strike price, it will be considered to expire out-of-the-money and will result in the loss of the invested amount.
7. **Execution** – means the execution of Client order(s) by the Company acting as the Client's counterparty as per the terms of the present agreement.
8. **Financial Instruments** – means the Financial Instruments as per paragraph 2.4 below that are available on the Company's Trading Platform.
9. **KYC documents** – means the documents to be provided by the Client, including without limitation a copy of the passport or ID and utility bill of the Client, in case it is a natural person and/or certificates showing the management and ownership going all the way up to the ultimate beneficial owner, in case it is a legal entity, and any other documents the Company may request upon its sole discretion.
10. **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 the relevant jurisdiction or abroad.
11. **Market Maker** – means a company which provides BID and ASK prices for financial instruments.
12. **Operations** – means actions performed at the Client's Account, following an order placed by the Client, connected with but not limited to crediting of funds, return of funds, opening and closing of trade transactions/positions and/or that relate to financial instruments.
13. **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).

14. **Services** – means the services described in section 2 of this Agreement through the Trading Platform.
15. **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.
16. **Trading Platform** – means an electronic system on the internet that consists of 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.
17. **Introducing Broker** – means any person (natural person or a legal entity) who wishes to refer Clients to the Company and has entered into an Introducing Broker Agreement and has successfully opened an IB Account (as defined in the Introducing Broker Agreement).
18. **Serviced Countries** – means any country available for registration on the Company's Website (e.g., Thailand, Mexico, Egypt).

2. Subject of the Agreement and Services

1. The subject of the Agreement shall be the provision of Services to the Client by the **Company** under the Agreement and through the Trading Platform.
2. 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 more favorable than those offered through the Trading Platform.
3. The Investment and Ancillary Services which the **Company** should provide under the terms of the Agreement are stated below, and the **Company** will provide them in its capacity as a market maker under the terms of this Agreement. In addition, the **Company** may, at its sole discretion without providing prior notice to the Client, decide to transmit orders and/or be an intermediary for Clients' transactions. The Services that the **Company** provides in relation to one or more Financial Instruments are the following (the list below shall not be regarded as exhaustive):

1. Investment Services

- i. Reception and transmission of orders in relation to one or more Financial Instruments.
- ii. Execution of the orders on behalf of the Clients.
- iii. Dealing on Own Account.

2. Ancillary Services

- i. Safekeeping and administration of the Financial Instruments for the Client's Trading Account, including custodianship and related services such as cash/collateral management.
- ii. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
- iii. Foreign exchange services where these are connected to the provision of the Investment Services.

The **Company** does not provide investment, tax, or trading advice unless specified as such between the Client and the **Company** in a separate agreement. Our services include 'execution only' meaning that the **Company** will act on your instructions and will not advise you on any transaction, nor will we monitor your trading decisions to determine if they are appropriate for you or to help you avoid losses. You should obtain your own financial, legal, taxation, and other professional advice.

3. Financial Instruments (the list below shall not be regarded as exhaustive):

- i. Option contracts (i.e., Digital Options, and/or Binary Options and/or Blitz) in stocks, commodities, indices, and currency pairs;
- ii. Financial Contracts for Difference (CFDs) in stocks, currency pairs (FX), commodities, ETFs, indices, and CFDs in cryptocurrencies;

Trading in CFDs and other derivatives does not give you any right, voting right, title or interest in the underlying instrument of the Transaction. You understand that you are not entitled to take delivery and are not entitled to ownership of any underlying instrument. CFDs and other derivatives are not traded on a regulated exchange and are not cleared on a central clearinghouse. These exchange and clearinghouse rules and protections do not apply. The **Company** reserves the right to, at its sole discretion and for all CFD products, impose the following expiration times: daily/weekly/monthly and/or no expiration at all.

3. General Provisions

- 1. Subject to the provisions of this Agreement, the **Company** agrees to provide the **Client** with the Services subject to the Client:
 - a. Being of age of maturity in accordance with the jurisdiction he/she resides in or is

a resident of, is of legal competence and of sound mind.

b. Not residing in any country where distribution or provision of the financial products or services offered by the **Company** would be contrary to local laws or regulations. It is the Client's responsibility to ascertain the terms of and comply with any local laws or regulations to which they are subject.

c. Not being a citizen of the USA/territories of the US, North Korea, Palestine, Vatican and/or a resident of either the USA/territories of the US, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Comoros, Cuba, Democratic Republic of the Congo, Eritrea, Ethiopia, Gibraltar, Guam, Haiti, Iran, Israel, Japan, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, the Russian Federation, the United Kingdom, Ukraine, Vatican, any country of the European Economic Area and/or other non-served countries.

2. The **Company** will offer Services to the Client at the absolute discretion of the **Company**, subject to the provisions of this Agreement.
3. The Client is prohibited and shall not, under no circumstances, be allowed to execute any transactions/Operations on the Trading Platform, Website and/or through his/her Account, that would, as a result, exceed the total balance and/or amount of money deposited/maintained with his/her Account. Such deposited amounts shall be considered to have been provided as collateral, either in the form of a lien or otherwise, to the **Company** by the Client by which the obligation of the Client to pay any money to the **Company** is secured.
4. The **Company** shall facilitate the execution of trade activities/orders and/or transactions of the Client, but the Client hereby acknowledges and accepts that the **Company** shall not at any time provide any trust services and/or trading consultation or advisory services to the Client.
5. The **Company** shall process all transactions/Operations of the Client in accordance with the terms and conditions of this Agreement and on an execution-only basis. The **Company** shall not manage the Client's Account nor advise the Client in any way.
6. The **Company** shall process the orders/transactions requested by the Client under this Agreement, irrespective of whether such orders/transactions may result in not being 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/order, to make margin calls to the Client, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the **Company** is not obligated to process or attempt to process the Client's order/transaction using quotes more favorable than those offered through the Trading Platform.
7. The **Company** shall not be financially liable for any operations conducted by the Client through the Account and/or on the Trading Platform.
8. Each Client shall be the only authorized user of the **Company's** services and of the corresponding Account. The Client is granted an exclusive and non-assignable right

to the use of and to access the Account, and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him.

9. 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. So long as any order is submitted through the Account of a Client, the **Company** shall reasonably assume that such orders are submitted by the Client and the **Company** shall not be under any obligation to investigate further into the matter. The **Company** shall not be liable to and/or does not maintain any legal relations with any third party other than the Client.
10. If the Client acts on behalf of any third party and/or on behalf of any third party's name, the **Company** shall not accept this person as a Client and shall not be liable before this person, regardless if such person was identified or not.
11. 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 buyout the option from the Client and the Client has 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 a 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 the 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.
12. The Client is entitled to use such Cancellation or Buyout option subject to the conditions specified on the Trading Platform/Website, including without limitation to any fee to be charged by the **Company**. The **Company** shall be obliged to provide all necessary information as to the conditions of Cancellation and Buyout, including any applicable costs, etc. The Client acknowledges, accepts and agrees that the provision of such information on the Trading Platform is sufficient. The Client acknowledges, accepts and agrees that the use of Cancellation or Buyout option entails large risks for the Client, especially in the case where the costs associated with Cancellation and/or Buyout, depend on the market situation. The Client acknowledges, accepts and agrees that he/she shall bear all risks associated with the use of the Cancellation and/or Buyout option.

13. It is understood and agreed by the Client that the **Company** may from time to time, at its sole discretion, utilize a third party to hold the Client's funds and/or for the purpose of receiving payment execution services. These funds will be held in segregated accounts from such third party's own funds and will not affect the rights of the Client to such funds.
14. The **Company** offers internal live chats where clients can share inter alia their trading ideas and/or express their general thoughts. The Client acknowledges and agrees that the **Company's** live chat feature is not and will not constitute a valid and/or accurate information and/or information addressed to the clients/potential clients and/or in any way information that is controlled by the **Company** and/or investment advice, as it is merely a feature allowing clients to inter alia express their thoughts and ideas between themselves.
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AI CHATBOT DISCLAIMER

The following disclaimer is intended to inform users of the limitations and usage guidelines of the AI chatbot available through your Account. Please read this disclaimer carefully before engaging with any Chatbot. By accessing and using the Chatbot through your Account, you acknowledge and agree to the terms of this disclaimer.

- a. **General Information Purpose only:** The Chatbot is designed to provide general information related to the data of your Account and/or the Trading Platform. The information provided by the Chatbot should not be considered in any way as legal or financial or business advice or a substitute for a consultation.
- b. **No Guarantee of Accuracy:** While we try to provide accurate information through the Chatbot, we cannot guarantee the accuracy, completeness, or up-to-date nature of the output/information provided.
- c. **No Liability:** The **Company** and its agents will not be liable for any errors or omission in the information provided by the Chatbot or for any actions taken in reliance upon it. We recommend at all times that you double confirm the information provided by the Chatbot through your Account and/or the Trading Platform.
- d. **Third-Party Links:** The Chatbot may contain links to third-party websites. These links are provided for your convenience and do not constitute an endorsement or approval by the **Company** of any third-party content. We are not responsible for the content or privacy practices of these external sites.
- e. **Information Gathering and Potential Inaccuracy:** The Chatbot gathers information from the Trading Platform, your Account and/or Scripts embedded to the Chatbot. While we make efforts to ensure that the information provided is accurate, we cannot guarantee the accuracy, completeness, or up-to-date nature of the information obtained from these external sources. The Chatbot may, at times, provide information that is inaccurate or outdated due to a glitch in our systems, delays in updates in our systems or your Account, script content. We encourage you to verify any information provided by the Chatbot independently or by raising a support ticket via email (contact@olympusbroker.com), before taking any action or making any decisions based on the information received.

f. **Reporting Inaccuracies:** If you discover any inaccuracies in the information provided by the Chatbot, we kindly ask you to notify us so that we may address the issue. Please contact us at contact@olympusbroker.com. Your assistance in maintaining accurate and up-to-date information is greatly appreciated and helps us provide a better service to all users of the Chatbot.

g. **Data Privacy and Security:** We prioritize the privacy and security of our users' information. Be aware that Chatbot conversations may be reviewed by our content team to improve results. While the AI provider retains logs of these conversations for 30 days, except where it is required to retain copies under applicable laws, in which case it will isolate and protect the data from any further processing except to the extent required by applicable laws, this data is not used to train their AI models. Do not share any sensitive or personal information in your conversations.

h. **If you do not agree with the above, then please refrain from using the Chatbot.**

16. 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, price movement alerts as displayed in the **Company's** trading platform and any other information by the **Company** to the Client does not constitute investment advice or investment research.

4. Execution of Orders / Electronic Trading

1. By accepting this Agreement, the Client accepts that he has read and understood all the provisions of this Agreement and related information on the Website. The Client accepts and understands that some orders shall be executed by the **Company** as the counterparty of the transaction in its capacity of Market Maker and shall act as a principal and not as an agent on the Client's behalf for the purpose of the Execution of orders. The Client is informed that Conflicts of Interest may arise because of this model. Moreover, the Client further accepts that the **Company** may transmit some orders and act as an intermediary for Clients' transactions. Reception of the order by the **Company** shall not constitute acceptance, and acceptance shall only be constituted by the execution of the order by the **Company**.
2. The **Company** shall be obliged to execute the Client's orders sequentially and promptly.
3. 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 electronic means,
 - b) the risk of any delays or other problems, as well as
 - c) the risk that the orders may be placed by persons unauthorized to use and/or access the Account, and the Client agrees to indemnify the **Company** in full for any

loss incurred as a result of acting in accordance with such orders.

4. The Client accepts that during the reception and transmission of his/her order, the **Company** shall have no responsibility as to its content and/or to the identity of the person placing the order, except where there is gross negligence, willful default or fraud by the **Company**.
5. 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.
6. The Client acknowledges and agrees that any products or services that may be offered by the **Company** may not always be available for purchasing or use for trading purposes, and it is in the **Company's** absolute discretion whether it will make these products available or not to the clients at any time. The **Company** shall bear no liability, monetary or otherwise, in relation to this section, including without limitation to not making available any product at any given time.
7. The Client acknowledges and agrees that the **Company** shall bear no responsibility for any financial losses and/or technical issues which may arise in the event that an external trading bot is used when trading; the Client shall use the bot at their own risk.
8. The Client agrees and understands the following in consideration of the below corporate actions:
 - a. Where it is publicly available that a specific company has filed and/or is in the process of filing for Chapter 11 under US bankruptcy law and/or an equivalent corporate action under any national legislation/regulations, the **Company** reserves the right to close any and all relevant positions in regard to the asset(s) of such company and suspend the related asset(s); the Client's position(s) held in the referred asset(s) will be closed by the **Company** with the last available price on the platform and the Client will receive prior notice on this matter. It should be noted that the **Company** will not be held liable for any losses incurred to the Client in relation to the aforesaid closure and/or suspension.
 - b. In circumstances where the underlying asset offered by the **Company** might be subject to split and/or reverse split, the **Company** may decide to close the Client's position(s) in the referred asset with the last available price prior to the event, with prior notification.
9. 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:
 - a. If the execution of the order aims or may aim to manipulate the market price of the financial instruments (market manipulation);
 - b. If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading);

- c. If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering);
- d. If the Client has insufficient funds to cover the purchase of financial instruments or if there is an insufficient number of financial instruments to cover their sale;
- e. If the Client fails to fulfill any of his/her obligations towards the **Company** under this Agreement;
- f. 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 the Client wishes to trade. In this event, the **Company** reserves the right to limit the size of trades and/or transactions;
- g. If the Client is currently, or at any time becomes, a U.S. Reportable Person, a citizen of North Korea, Palestine, or Vatican City and/or a resident of either the USA/territories of the US, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Comoros, Cuba, Democratic Republic of the Congo, Eritrea, Ethiopia, Gibraltar, Guam, Haiti, Iran, Israel, Japan, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, the Russian Federation, the United Kingdom, Ukraine, Vatican, any country of the European Economic Area and/or other non-serviced countries.

The Client acknowledges that, at its own discretion, under certain market conditions and/or depending on the availability of the underlying asset on the relevant market, the **Company** may have to close all or a part of the Client's positions. This includes, but is not limited to, situations where exposure limits are reached or the underlying asset is no longer available. The **Company** undertakes to provide prior notification to the Client in such cases.

- 10. Any such refusal by the **Company** shall not affect any obligation which the Client may have towards the **Company**.
- 11. The **Company** maintains the right, but not the obligation, to charge each Client a maintenance/custodial fee for any open cryptocurrency position (without leverage) maintained with the **Company** ("Open Positions"). Such right arises and may be exercised if Open Positions remain open for more than three (3) months from the date of their opening ("Minimum Period").

a. Provided that the Minimum Period has been completed, and the **Company** decides upon its sole discretion to exercise the right provided hereunder, the following steps will be undertaken:

- i. The **Company** shall apply maintenance/custodial fees against the Open Position in accordance with the table included below;
- ii. Should the Client wish to avoid the application of any maintenance/custodial fees, he/she should close the position before reaching the period stated in the table;
- iii. The % maintenance fee, as indicated in the table below, shall be calculated against the value of the Open Position upon the end of each month within the periods set out below;
- iv. Payment of the maintenance fee shall be made on the date upon which the Open Position has reached the Minimum Period and each subsequent month thereafter. The

amount will be automatically deducted from the Open Position balance;

v. Upon the end of each period (as indicated below), the maintenance/custodial fee % shall be automatically increased as set out in the table without any further notice to the Client.

Period from Position Opening	Maintenance/Custodial Fees
3 months	0.25%
6 months	0.50%
9 months	0.75%
12 months	1.00%
13 months	1.25%
14 months	1.50%
15 months	1.75%
16 months	2.00%
17 months	2.25%
18 months and more	2.50%

5. Limitation of Liability

1. The **Company** does not guarantee uninterrupted service, safe and error-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the **Company's** suppliers.
2. Supplying services by the **Company** depends, inter alia, on third parties and the **Company** bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the Client and/or third party as a result of and/or in relation to any aforesaid action or omission.
3. The **Company** will bear no responsibility for any damage of any kind allegedly caused to the Client, which involves force majeure or any such event that the **Company** has no control of and which has influenced the accessibility of its trading site.
4. Under no circumstances will the **Company** or its Agent(s) hold responsibility for direct or indirect damages of any kind, even if the **Company** or its Agent(s) had been

notified of the possibility of aforesaid damages.

5. In case a Client registers an Account through an Introducing Broker, referring agents, or other third parties, it is hereby agreed as follows:
 - The **Company** shall not be responsible or liable for any agreement or arrangement that may exist between the Client and these persons, or for any additional costs that may arise as a result of such agreement;
 - The Introducing Broker and/or referring agents are not representatives or agents of the **Company**, and they do not act on behalf of the **Company**. In this respect, they are not authorized to provide any guarantees or any promises regarding the **Company** or its services nor provide advice or personal recommendations to the Client regarding the Client's Account and/or transactions and the **Company** shall accept no responsibility whatsoever for any such advice or recommendations.
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6. Settlement of Transactions

1. The **Company** shall proceed to a settlement of all transactions upon execution of such transactions.
 2. An online statement of Account will be available for printing to the Client on the Trading Platform of the **Company**, at all times.
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7. Rights, Obligations, and Guarantees of the Parties

1. The Client shall be entitled to:

- a. Submit with the **Company** any order requesting the execution of a transaction/Operation on the Website in accordance with and subject to the terms and conditions of this Agreement;
- b. Request withdrawal of any amounts subject and in accordance with the Withdrawal Policy, and provided that the **Company** has no claims against the Client and/or the Client does not have any outstanding debts to the **Company**;
- c. In the event that the Client has any alleged complaint against the **Company** and/or there is any dispute between the Client and the **Company**, then the Client can submit his/her complaint, to include all relevant particulars and details, to the **Company** at **contact@olympusbroker.com**. The **Company** shall acknowledge receipt of any such complaint, initiate an internal investigation of the matter and shall respond to the Client within a reasonable amount of time (i.e., within 3 months from the date of acknowledging receipt of the complaint). The **Company** may extend this timeframe if deemed necessary, and in such case, the **Company** shall notify the Client accordingly.

d. Unilaterally terminate the Agreement provided that there is no debt outstanding from the Client to the **Company** and such termination is made in accordance with section 16 herein.

8. Client Representations and Warranties

The Client hereby warrants and represents to the **Company** that he/she:

- a. Is not residing in any country where distribution or provision of financial products or services offered by the **Company** would be contrary to local law or regulations.
- b. Is responsible for ascertaining the terms of, and shall comply with, any and all applicable local laws and/or regulations to which he/she is subject to.
- c. Has the legal capacity/competence, is of sound mind and has reached the age of maturity in the country which he is resident or citizen;
- d. Is not a citizen of the USA/territories of the US, North Korea, Palestine, Vatican and/or a resident of either the USA/territories of the US, Canada, Afghanistan, Australia, Belarus, Belgium, Bouvet Island, Comoros, Cuba, Democratic Republic of the Congo, Eritrea, Ethiopia, Gibraltar, Guam, Haiti, Iran, Israel, Japan, Libya, Mali, Myanmar, North Korea, Palestine, South Sudan, Sudan, Syria, the Russian Federation, the United Kingdom, Ukraine, Vatican, any country of the European Economic Area and/or other non-serviced countries.
- e. Is not under any legal disability with respect to and is not subject to any laws or regulations which prevents his/her performance of this Agreement or any contract or transaction contemplated by this Agreement.
- f. The Client acts as principal and not as an authorized representative / attorney or trustee of any third party.
- g. 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 and/or criminal activities and/or terrorism.
- h. 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.
- i. The financial instruments, information 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.
- j. 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 Account closure, Account limitations and/or voiding of any transactions.
- k. The Client will provide KYC documents to the **Company** within a period not exceeding 7 days from the moment of depositing funds.
- l. The Client confirms that the purpose and reason for registering and operating an Account is to trade, on his/her personal/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 an Account change, he/she will inform the **Company** immediately.
- m. 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/Operation and/or trade, through the Account and the provision of the Services.

9. Company Rights

The **Company** shall be entitled to:

- a. Modify the size of the value of the **Company's** financial obligations to the Client with changes of the appropriate entry of the trade operations register in case of violation of one or several provisions of the Agreement herein by the Client.
- b. Change, add or set as default the option payments rate, return rate, the possibility of adjusting the return rate, the possibility of acquiring the option type, the minimum and/or the maximum option amount, the possible expiration periods for one, several or all of the assets. The **Company** shall be entitled to limit the maximum amount of purchased options for 1 minute, 1 hour, or 1 calendar day.
- c. Contact the Client with any question concerning the Agreement herein, including, in order to clarify the Client's intentions regarding his/her actions through the Account.
- d. Unilaterally modify and/or amend and/or restate the terms and conditions of this Agreement and/or the material made available on the Website. The **Company** shall notify the Client of any such changes through the Website and/or by the delivery of an email to the Client.
- e. Modify the size of the value of the **Company's** financial obligations to the Client, if fulfillment of Operations on the Trading Platform does not comply with conditions of the Agreement herein.
- f. Engage third parties with a view to cooperating in order to facilitate and/or enhance any and/or the provision of the Services under this Agreement.
- g. With regard to any matters and/or obligations that are not covered by this Agreement, the **Company** shall act accordingly upon its own discretion, but at all times in accordance with business custom and existing practices within the line of the Services.
- h. Request additional supporting documents and/or information during the verification of the Client's Trading Account and on an ongoing basis during the business relationship. If the Client fails to provide such documents within the specified timeframe, the **Company** shall be entitled to terminate this Agreement immediately, close the account and all open positions.

10. Company Obligations

- a. Subject to the provisions of this Agreement and the **Company** being reasonably satisfied that the Client is compliant with the terms and conditions of this Agreement, the **Company** shall offer the Services through the Website;
- b. Fulfill the provisions of this Agreement.

11. Indemnity and Liability

1. The Client shall indemnify and keep indemnified the **Company** and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the **Company** or any other third party in respect to any act or omission by the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with the **Company**, unless such liabilities result from gross negligence, willful default or fraud by the **Company**. This indemnity shall survive termination of this Agreement.
2. The **Company** shall not be liable for any direct and/or indirect loss, expense, cost or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost or liability is a result of gross negligence, willful default or fraud by the **Company**. Notwithstanding section 8.1, the **Company** shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement.
3. The **Company** shall not be liable for any loss of opportunity as a result of which the value of the financial instruments of the Client could have been increased or for any decrease in the value of the financial instruments of the Client, unless such loss is directly due to gross negligence, willful default or fraud on the part of the **Company**.
4. The **Company** shall not be liable for any loss resulting from misrepresentation of facts, error in judgment or any act or omission, unless such act or omission resulted from gross negligence, willful default or fraud by the **Company**.
5. The **Company** shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.
6. If the **Company** acts as an intermediary to Clients transactions, the Client hereby agrees and acknowledges that:
 1. Under certain market conditions at the time of execution and/or depending on the risk management framework of the third-party market maker, the **Company** may have to cancel the Client's trade(s) and/or transaction(s) and return the relevant invested funds to the Client's trading account balance. The **Company** undertakes to provide adequate notification to the Client in such a case.
 2. Should the aforementioned occur, the Client will have no right, claim or demand from the **Company** and undertakes to indemnify the **Company** for any damage caused by the **Company's** aforesaid action.

12. Personal Data

1. By accepting the terms and conditions of this Agreement, the Client irrevocably consents to the collection and processing of his/her personal data/information by the **Company** without the use of automatic controls, as the same are provided by him/her to the **Company**. The term personal data for the purposes of this Agreement shall mean: the Name, Surname, Patronymic, gender, address, phone number, e-mail, IP address of the Client, Cookies, and information that relates to the provision of Services to the Client (for example, the Client's trading history).
 2. The Client shall be obliged to provide correct, accurate and complete personal data/information as requested by the **Company**.
 3. The purpose of collecting and processing the personal data is to comply with applicable regulating legislation requirements, including without limitation anti-money laundering regulations, as well as for any and all purposes in relation to this Agreement, including without limitation to enable the **Company** to discharge its obligations towards the Client.
 4. The Client acknowledges and consents that, for the purposes described above, the **Company** shall be entitled to collect, record, systematize, accumulate, store, adjust (update, change), extract, use, transfer (disseminate, provide, access), anonymize, block, delete, destroy such personal data and/or perform any other actions according to the current regulating legislation.
 5. The Client acknowledges and consents to the **Company** storing, maintaining and processing his/her personal data in the manner as described in this Agreement during the term of the Agreement and for a minimum of 7 years following any termination of the Agreement.
 6. The Client hereby acknowledges, accepts, agrees and consents to the disclosure of personal data by the **Company** to third parties and their representatives, solely for the purposes of the Agreement, including without limitation in order to facilitate processing/execution of the Client's orders/Operations, provided that at all times (i) the amount of personal data to be disclosed is proportionate and/or limited solely to facilitate the described actions, and (ii) the **Company** shall ensure that such third parties treat the data in accordance with applicable laws and regulations.
 7. The **Company** shall not make the personal data publicly available and/or disclose such data for other purposes, except when required under applicable laws and regulations.
 8. During processing of personal data, the **Company** shall take legal, organizational and technical measures to protect such data from unauthorized or accidental access, destruction, change, blocking, copying, provision, and dissemination as well as from any other illegal actions.
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13. Assignment

1. 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.
 2. 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.
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14. Risk Statement

The Client hereby confirms to have read, understood and hereby accepts the risk statement relating to the use of Services on the Website, as the same is available electronically via the Website.

By accepting this Agreement, the Client confirms that he/she has read and understood the information contained in this Agreement and the **Company's** general description of the nature and risks of different Financial Instruments and/or Services which can be found in our Risk Disclosure.

15. One-Click Trading Terms and Conditions

1. One-Click Trading mode allows you to perform trading operations on the platform with only one click on the Buy/Call or Sell/Put buttons, without any additional confirmations.
2. Opting in for the One-Click Trading mode means that you acknowledge that you have read and understood the following terms and conditions, and you agree to be bound hereby.
3. Your current version of the platform enables you to choose between the following modes for order submission. You agree that you will be bound by the procedures and conditions specified herein with respect to each such mode:
 - In the **default mode**, you must first choose the asset, set parameters, and confirm the order via a confirmation window before the trade is executed.
 - In **One-Click Trading mode**, a single click on Buy/Call or Sell/Put will immediately submit the order with no confirmation.
4. There will be no subsequent confirmation prompt. Ensure all trade parameters are set correctly beforehand. Once clicked, the order is placed (except for the 3-second cancellation window for binary options). Only parameters such as stop loss and take

profit (for CFDs) can be modified afterward.

5. You can activate or deactivate One-Click Trading mode in the platform settings, and it can be customized per instrument.
6. By enabling this mode, you accept all risks associated with submitting orders via a single click, including errors or mistakes.
7. You agree to fully indemnify and hold harmless the **Company** from any and all losses, costs, and expenses resulting from any such errors, omissions, or mistakes by you or others trading on your behalf.
8. To accept these terms, you must tick the “buy in one click” box when trading. If you do not agree, do not tick the box and do not use this feature.
9. The **Olympus Lite** mobile app (if applicable) operates only in One-Click Trading mode. When using the app, all orders are placed via a single click.
10. By downloading or using the Olympus Lite app, you confirm and accept all risks associated with One-Click Trading, including the risk of submitting orders in error.

16. Charges and Fees

1. The **Company** shall be entitled to receive a fee from the Client regarding the Service(s) provided by the **Company**.
 2. The **Company** may pay a fee/commission to the Introducing Broker, referring agents, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters. All applicable fees or charges can be found on the **Company's Website** (General Fees). The **Company** has the right to amend its fees and charges from time to time.
 3. Ongoing trading fees, including inter alia swaps, shall be charged and deducted from the Client's account balance. In case the Client does not maintain enough funds in his/her balance, the relevant position subject to swap will be closed by the **Company**.
 4. The Client agrees that any amounts sent by the Client will be deposited to the Account at the value on the date of the payment received and net of any charges / fees charged by the bank or any other intermediary involved in such transaction process and/or in any other case, the Client shall authorize the **Company** to withdraw the fee by way of transfer from the Client's Account.
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17. Governing Law

1. The terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation and/or disputes, shall be governed by the laws of **Saint Kitts and Nevis**.
 2. The **Company** and the Clients irrevocably submit to the jurisdiction of the courts of **Saint Kitts and Nevis**.
 3. The **Company** shall be entitled to use the interpreter's services during the court trial in case of dealing with a disputable situation according to the legislation of **Saint Kitts and Nevis**.
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18. Duration and Termination of the Agreement

1. The Agreement herein shall be concluded for an indefinite term.
2. The Agreement herein shall come into force when the Client accepts the Agreement and makes an advance payment to the **Company**.
3. In case of any discrepancies between the text of the Agreement in English and its translation in any other language, the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation/information published on the Website.
4. The Agreement may be terminated in any of the following circumstances:

A. Each Party shall be entitled to terminate this Agreement at any time by giving to the other Party 15 (fifteen) days written notice. During the 15 days notice, the **Company** may limit the services available to the Client; however, access will be granted in order for the Client to withdraw any remaining balance.

B. The **Company** shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) and without giving prior notice under the following circumstances:

- i. Death or legal incompetence of the Client.
- ii. Any bankruptcy/winding-up applications or orders, meetings or resolutions concerning the Client.
- iii. Breach by the Client of any obligation under this Agreement or misrepresentation.
- iv. If the Client is underage in his country of residence/citizenship.
- v. If the Client becomes a citizen or resident of a **non-serviced country**.
- vi. If the Client is suspected of:
 - a. Fraud or participation in fraudulent schemes;

- b. Unfair practices harming other clients or the **Company**;
 - c. Concealing or misusing information;
 - d. Market manipulation or system abuse;
 - e. Acting in bad faith under the Agreement.
 - vii. Gross negligence, fraud, or malicious conduct by the Client.
 - viii. If termination is required by law.
 - ix. If the Client receives two warnings regarding verbal abuse to **Company** employees.
 - x. Failure to provide KYC within 14 days after acceptance.
 - xi. Use of multiple IPs/VPN/VPS to manipulate trading behavior.
 - xii. Initiation of a chargeback by the Client.
 - xiii. Use of high-frequency trading software to manipulate the platform.
 - xiv. Use of payment methods linked to third-party accounts with the intent of circumventing the Agreement.
 - xv. The Client is or was convicted or charged with a criminal offense.
5. In case of termination for any of the reasons in **15.4.B**, the **Company** shall have no liability to the Client, including the right to withhold profits, and may, at its sole discretion, decide whether to return deposited funds.
6. In case of termination under **15.4.A**, the **Company** shall either remit the remaining balance to the Client or allow withdrawal access.

16. Terms and Conditions for 1-Click Service

1. The Client agrees to make a deposit to his/her Account to use the **Company** Services or any additional services ordered via the Website, including all extra expenses (e.g., taxes, duties, etc.). The Client is solely responsible for ensuring timely deposits. The payment services provider ensures only the execution of the payment as specified by the Website and is not liable for additional amounts.
2. Once the Client clicks the "Payment" button, the payment is considered processed and non-refundable. By clicking, the Client confirms they waive any right to reversal or chargeback and declares lawful ownership and use of the payment card.
3. By accepting this Agreement and depositing funds, the Client authorizes the payment to be processed by a third-party provider (the "Provider"). The Client accepts that no legal right exists to reverse a payment once Services have been rendered. If the Client wishes to disable 1-Click for future transactions, this can be done in the Account settings.
4. 1-Click deposits (recurring payments) are **not** processed as 3-D secure transactions unless the Client manually enables 3-D secure via their banking interface.
5. The Provider shall not be liable for refusal or inability to process card data, nor for issues related to the issuing bank's authorization of the transaction. The Provider is not responsible for the quality, quantity, or pricing of Services offered or purchased on

the Website. Full responsibility lies with the Client.

6. If the Client disagrees with any of these terms, they must not proceed with payment and are advised to immediately contact **Olympus Broker** support.

Annex 1 – General Terms

1. Technical Regulation

1. Client's Responsibility

1. These General Terms are integral to the Agreement.
2. The Client must ensure that use of Services and all transactions are legal in his/her jurisdiction. The Client holds full liability for all activity and payments, including deposit/withdrawals via third-party financial institutions. The **Company** may refuse or propose alternatives for certain payment methods and is not liable for actions or failures of such third parties.
3. The Client is solely responsible for protecting his/her account credentials. Any misuse of the Account is the responsibility of the Client.
4. All decisions made based on content from the Website are at the sole risk of the Client. No claims may be made against the **Company**, its employees or agents for trading results or reliance on Website content.
5. In case of judicial ruling against the **Company**, its liability is strictly limited to the funds deposited by the Client for the transaction in question.
6. Trading Accounts are not approved without completion of full KYC and compliance procedures.

2. Risks

1. The value of financial instruments may increase or decrease. The Client acknowledges the full risk of loss, including total capital loss, especially when trading CFDs and similar products.
2. CFDs confer no rights over the underlying asset.

3. Cryptocurrencies are highly volatile and risky. The Client should not trade crypto assets without full understanding and experience.
 4. The Client confirms reading and understanding the **Company's** risk disclosure available on the Website.
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3. Financial Information

1. The **Company** is not responsible for losses arising from reliance on potentially inaccurate Website information.
2. The Client must verify the accuracy and appropriateness of any financial data presented.
3. Oral information provided by representatives of the **Company** may be incomplete or unverified. The Client bears full responsibility for any decisions based on such information. The **Company** does not guarantee real-time accuracy of pricing or data.

4. Processing of Trade Requests and Orders

A. The processing of a Client's request and/or order shall be carried out as follows:

1. Following submission of a request/order, it will be verified for correctness by the Trading Platform;
2. The request/order is transmitted to the **Company** server;
3. The server verifies the request/order;
4. The server returns processing results to the Trading Platform;
5. If the connection between the Trading Platform and server is intact, the platform displays the outcome of the request/order processing.

B. Processing time may vary depending on the quality of the connection between the Trading Platform and server, and on market conditions. In normal conditions, processing takes 0–4 seconds. Under volatile or unstable conditions, it may take longer.

C. The **Company's** server may reject a request/order under the following circumstances:

1. If sent before the first market quote on session opening;

2. If there are insufficient funds to open a new position;
 3. If sent before the trading session begins;
 4. Under high volatility or external system failures, preventing accurate or stable service delivery;
 5. If the Trading Platform is used in multiple browser tabs simultaneously — this may lead to trade correction or cancellation.
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5. Quotes

1. The Client acknowledges that only the main **Company** server is a reliable source of quotes. Due to unstable connections, quotes on the Trading Platform may not reflect actual quote flow.
 2. Charts are indicative only. The **Company** does not guarantee execution at the same price shown on Trading Platform graphs.
 3. Prices on the Trading Platform are calculated as $(\text{Bid} + \text{Ask}) / 2$.
 4. **Non-market quote**: a price that does not match actual market conditions.
 5. If a request/order is executed at a Non-market quote:
 - a. For closed positions: the **Company** will adjust the financial result to match the correct price at the time of closure;
 - b. For open positions: the **Company** may cancel financial results associated with the order.
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6. Copyright and Intellectual Property

1. **Olympus Broker** is the global brand operator of the Website (desktop and mobile). The **Company** is the controller of all Client data provided to register an account or use services.
2. All intellectual property on the Website — including but not limited to copyrights, databases, and trademarks — belongs to the **Company** or its licensors and vendors. These rights are protected under international law.

3. The absence of a symbol (®, ™) does not imply lack of protection. All designs, graphics, text, etc., are proprietary unless stated otherwise.
4. All uses of the **Company's** brand, name, logo, or intellectual property without prior written permission are strictly prohibited.
5. This includes reproduction, distribution, alteration, resale, advertising, or public presentation in any form.
6. Use of third-party trademarks (Third-Party IP) on the Website is purely descriptive. These are not part of the **Company's** Services and are only shown to describe goods/services used in support of service delivery.
7. Mention of Third-Party IP does not indicate comparison, endorsement, or advertising.
8. There is no affiliation or legal relationship between the **Company** and third-party IP owners unless expressly disclosed.
9. Any material or communication submitted to the **Company** (excluding personal identification information) shall be considered non-confidential and may be used by the **Company** at its sole discretion without compensation.
10. Clients must not upload/send harmful, illegal, or infringing content. Any such action is prohibited and may result in account termination or legal consequences.

7. Content and Third Parties' Websites

1. The Website might include general information, news, comments, quotes and other information related to financial markets and/or advertising. Some of this content may be provided by unaffiliated third-party companies.
2. The **Company** does not provide investment research. All content related to financial markets published by the **Company** is for **promotional/marketing purposes only**.
3. The **Company** does not prepare, edit or endorse content or links provided by unaffiliated companies.
4. The **Company** shall not be liable for the content of third-party websites or for the actions or omissions of their proprietors, advertisers, or sponsors. Hyperlinks are provided solely for informational purposes and their use is at the Client's own risk.

8. Processing of Client Orders to Open Positions

1. If the Client's available funds are sufficient, the position will be opened.
 2. If available funds are insufficient, the position will not be opened.
 3. Orders to open positions are processed only after entry in the server log file. Each new position receives a serial number.
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9. Processing of Client Orders to Close Positions

Closing of a trading position occurs at the current server price at the time of the closing order execution.

10. OTC Assets

1. An OTC Asset ("over the counter") is an asset traded outside of regular markets.
 2. Its price is formed based on trade request and order data received by the **Company**.
 3. By trading OTC Assets, the Client acknowledges full understanding of how the asset functions and how its pricing algorithm operates.
 4. The **only reliable source** of quote information for these assets is the **Company's** main trading server.
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11. Fraud

If the **Company** has reasonable suspicion or evidence that the Client has acted fraudulently in connection with the Agreement, including but not limited to:

1. Fraud involving credit card or other unauthorized deposit methods;
2. Fraud through manipulation of software for false trading results;
3. Exploitation of system errors or failures to produce false trading outcomes;

Then the **Company** reserves the right to immediately block the Client's account, **without prior notice**, prohibit further withdrawals, and/or unilaterally terminate the Agreement **extrajudicially**.

12. Benefits

The **Company** may, at its sole discretion, offer benefits to Clients (e.g., VIP status, tournaments, promotions, and privileges). The Client acknowledges and agrees that:

1. The **Company** may change or revoke any benefit at any time, without prior notice.
2. Conditions may vary by region and are subject to change.
3. It is strictly prohibited to abuse benefits, such as by creating multiple accounts to gain advantages.
4. The Client may request to stop receiving benefits at any time by contacting **contact@olympusbroker.com**.

13. Foreign Exchange

1. If a transaction requires currency conversion, the **Company** may convert funds to/from the Client's Account currency, debiting the equivalent value at its discretion.
2. For payments where the account currency differs from the payment processing currency, the **Company** will convert the amount using the exchange rate at the time of conversion (including applicable fees listed in the General Fees Policy).
3. The Client agrees to bear all risks related to such conversions, including losses due to exchange rate fluctuations.