

# **J2TX LTD**

## **Regulations for the Provision of Services**

These Regulations for the provision of services (hereinafter the “Regulations”) determine the procedures, terms and conditions for provision of services by J2TX Ltd (hereinafter the “Company”).

The Company and the Client separately shall be referred to as the “Party” and jointly as the “Parties”. Individuals and legal entities, which the Company provides services under these Regulations, shall be referred to as the “Clients”.

**J2TX LTD**

Regulations for the Provision of Services  
Version 09.03.2023

**General information:**

**Company Name:** J2TX Ltd

**Company Registration No.:** HE 422703

**Registered address:**

Magnum House,  
10 Chrysanthou Mylona,  
3030 Limassol,  
Cyprus

Tel. No.: +357 25 028902

Fax No.: +357 25 344564

The Company is duly registered with the Securities and Exchange Commission of the Republic of Cyprus (hereinafter referred to as "CySEC") as a Crypto Asset Services Provider (CASP) as defined in the CySEC Directive for the prevention and suppression of money laundering and terrorist financing - Register of Crypto Asset Service Providers (the "CASP Registration Directive") and the CySEC Directive for the Prevention and Suppression of Money Laundering and Terrorist Financing (collectively hereinafter the "Cumulative CASP Rules"):

Registration Number: 006/22

Registration Date: 19/12/2022

The Client appoints the Company as the Client's attorney and agent with full power and authority and upon approval of the Client to act in accordance with the Client's instructions and these Regulations (except as expressly provided by legislation) and to take all reasonable and necessary actions in connection with the Company's obligations and rights as set forth herein.

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## 1. Acceptance of agreement

To accede to the terms and conditions of these Regulations the Client must accept the Services Agreement in the form of Appendix 1 hereto. Acceptance of the Services Agreement by the Client means acceptance by the Client of all the terms and conditions specified in these Regulations without any exception or condition.

The Services Agreement shall be executed by the Client personally or by its representative acting on the basis of a power of attorney or other grounds set by legislation in force. The Services Agreement is deemed to enter into force from the date of its execution by the Parties.

The Services Agreement and other documents required for the purposes of applying for account opening may be executed and submitted by the Client to the Company in one of the following ways:

- by the Client or his representative in the Company's Head Office premises at:

Magnum Business Center  
4<sup>th</sup> Floor, Office 4A  
Spyrou Kyprianou 78  
3076, Limassol  
Cyprus

- by forwarding the documents by courier or by other postal facilities that make it possible to identify the sender to the Company's registered address at:

Magnum House,  
10 Chrysanthou Mylona,  
3030 Limassol,  
Cyprus

- by electronically signing the application documents and submitting them via the Company's website in accordance with the Distance Marketing of Consumer Financial Services Law N.242(I)/2004.

The Company maintains the right to request from the Client to sign and submit the Services Agreement and other documents in any one of the above ways as it may consider appropriate at its own sole discretion.

### Electronic acceptance

The Distance Marketing of Consumer Financial Services Law N.242(I)/2004, which implements EU Directive 2002/65/EC, does not require the Agreement to be physically signed by either the Client or the Company in order for both of the Parties to be legally bound by it. The terms contained in the Agreement shall apply to the initial as well as to any subsequent activity entered into between the Company and the Client.

The Client hereby expressly acknowledges and agrees that: (a) by downloading, completing and/or submitting to the Company the account opening documentation and forms posted on the Company's website [www.j2tx.com](http://www.j2tx.com) (hereinafter referred to as the "Account Opening Application Form(s)") and/or clicking in the appropriate space, or on the "**I Accept**" button, or similar buttons or links as may be designated by us to show the Client's approval and acceptance of this Agreement, and/or (b) by accessing or using, and/or by continuing to access or use, the Company's Services, the Client enters into a legally binding contract by and between him and the Company, and the Client fully agrees to abide by and to be bound by all the terms and conditions set out in these Regulations, as they may apply to the Client.

The Client hereby agrees to communications being made, and to the delivery of these Regulations and/or any agreements by and between him and the Company, or changes in these Regulations, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Company's Services and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be 'signed' and 'in writing'. Accordingly, any such documents that are delivered to the Client electronically are deemed to be "in writing".

If the Client's signature or acknowledgement is required or requested with respect to any such document and the Client "clicks" in the appropriate space, or on the "I Accept" button, "Submit" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Services, the Client will be deemed to have 'signed' and/or acknowledged the document to the same extent and with the same effect as if he had signed the document manually. To the extent permitted under applicable mandatory law, the Client hereby waives any rights or requirements under any Applicable Laws, Rules and/or Regulations in any jurisdiction, which require an original (non- electronic) signature or delivery or retention of non-electronic records.

The Client hereby expressly acknowledges his understanding that he has the right to withdraw his consent to the electronic delivery and signature of documents at any time by providing prior written notice to the Company.

However, if the Client revokes his consent, his access to and/or use of our Services may be restricted or terminated, at the Company's sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

## **2. Services**

The Company shall provide the Client with Services on cryptocurrencies, and the Client shall pay the Company a fee for these services. The Company provides Services to the Client in respect of monetary funds and cryptocurrencies transferred by the Client to the Account opened with the Company under these Regulations and held by the Company pursuant hereto.

## **3. Legal restrictions**

Without limiting any of the foregoing, the Company's Services are NOT available where it is illegal to access and/or use, and the Company reserves the right to refuse, decline and/or cancel our Services and/or any part or component thereof, at the Company's sole discretion and for any reason, at any time, without being obliged to provide the Client with any explanation or justification thereof.

In that regard, the Client understands the laws regarding financial contracts/cryptocurrencies throughout the world, and that it is **his**, and only **his** obligation alone to ensure that he fully complies with any law, regulation or directive, relevant to his country of residency, with regard to accessing and/or using our Services. For avoidance of doubt, the ability to access the Company's Services does NOT necessarily mean that our Services, and/or any activities the Client may undertake through it, is/are legal under the laws, regulations or directives relevant to your country of residency.

The Company's Services do NOT constitute, and may NOT be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any Person to whom it is unlawful to make such an offer and/or solicitation. Access to and/or use of our Services may be restricted in certain jurisdictions, and, accordingly, users accessing our Services are required to inform themselves of, and to observe, such restrictions.

## **4. Entire Regulations - severability**

These Regulations (together with their annexes, appendices, addenda, attachments, schedules and exhibits and/or amendments) represents the entire agreement between the Client and the Company concerning the access and use of our Services and it cancels and supersedes all previous arrangements or agreements by and between the Client and the Company with respect to the subject matter hereof, superseding any other communications or understandings between you and us. These are the entire terms and conditions that apply to the access and/or use of any of the Website(s), Electronic Trading Platform(s), Software (hereinafter, collectively, referred to as our "Services") that are provided by the Company.

Nothing contained in these Regulations shall be construed as requiring the commission of any act contrary to Applicable Laws, Rules and/or Regulations. Whenever there is any conflict and/or discrepancy between any provision of these Regulations and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

Each part of these Regulations is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of these Regulations, which shall remain in full force and effect and shall in no way be affected or invalidated.

With respect to the provisions of these Regulations, which are held to be invalid or unenforceable, in whole or in part, the Parties will negotiate in good faith with the intention to replace the void provision with a valid one that in its economic effect complies best with the void provision in a manner consistent with their joint intention as expressed herein and these Regulations shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Without limiting the foregoing, if any provision (or part of provision) contained in these Regulations shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

## **5. Amendments**

The Company reserves the right to amend, alter, modify, delete or add to any of the provisions of these Regulations at any time, at our sole discretion. When these Regulations are modified (hereinafter referred to as "Changes") we will post such Changes on our web site and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is the Client's duty to consult and/or to check regularly these Regulations on our website regarding any such Changes. Therefore, the Client should review these pages from time to time so as to ensure that you will be aware of any such Changes.

The Client's continued access and/or use of our Services after the publication of any Changes shall be considered as the Client's agreement to such modified Regulations and shall be governed by these Regulations, as modified.

**IF YOU DO NOT WISH TO BE BOUND BY SUCH CHANGES, YOU SHOULD CEASE TO ACCESS AND/OR USE OUR SERVICES AND INFORM US IN WRITING, IMMEDIATELY.**

Some areas or parts of the Company's Services may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Regulations and any such specific terms of access and/or use, the latter shall have precedence with respect to the Client's access and/or use of such relevant area or part of our Services.

## **6. Rights and obligations of the Company**

The Company shall act only upon the detailed Client's Instructions (including, but not being restricted by date, time and means of execution of transactions). The Client appoints the Company as its Agent without further approval from the Client to act on behalf of the Client in accordance with the Instructions and the present Regulations (except as expressly provided herein or as may be required by legislation) and to take all reasonable and necessary actions in connection with the Company's obligations and rights as set forth herein.

In respect of the Client Orders the Company shall act in favor of the Client's interests. The Company shall duly and fairly perform its obligations in respect of each client the Company is rendering services to.

The Company may, in accordance with the Client's Instructions and at the expense of the Client, act as a Principal in respect of any transaction related to this Agreement and such transaction may be entered into in the name of the Client or in the name of the Company.

The Client hereby acknowledges and agrees that the Company shall be under no obligation to purchase any cryptocurrency until the Client Order has been placed by the Client with the Company and that the Client has sufficient monetary funds on the Cash Account (as hereinafter defined) to fund the purchase of such cryptocurrencies including all associated costs and expenses.

The Client hereby acknowledges and agrees that the Company shall be under no obligation to sell cryptocurrency until the Client Order has been placed by the Client with the Company, the Client owns all such cryptocurrency

and such cryptocurrency are being held by the Company and/or a third party on the Client's Cryptocurrencies Account and no legal or other restrictions for the sale of such cryptocurrencies exist.

The Company reserves the right to reject the application for opening an account without disclosing any reason.

## **7. Information on cryptocurrencies**

The Client shall be solely responsible for assessment of risks in relation to transactions in cryptocurrencies. The Company strongly advises that the Client has its own independent consultant, both legal and financial, in order to be informed of the risks associated with the entry into any such transactions.

No documentation or information forwarded by the Company to the Client should be taken as constituting investment advice.

The Company shall make no representations or warranties in relation to cryptocurrencies. The Company shall make no representations or warranties in relation to any information provided or opinions expressed to the Client (whether in writing or verbally) in connection with any such cryptocurrencies in general, except for the general description of the nature and risks associated with cryptocurrencies is given to Clients or potential Clients.

The Client confirms that before entering into the Services Agreement he/she has carefully studied the description of the risks related to cryptocurrencies and Over-the-Counter market and also confirms that this information is understandable to the Client and that he/she is able on the basis of information to independently assess the risks and rewards related to the purchase and sale of cryptocurrencies. By acceptance of these Regulations the Client gives his/her consent to accept all of the aforementioned risks.

By acceptance of these Regulations the Client confirms that he/she has carefully studied and understood the main risk associated with investments in cryptocurrencies (Appendix 4) and consents to accepting such risks.

In accordance with these Regulations and current legislation, without prejudice to the provisions set out in Section 6 hereof and other duties of the Company, the Client accepts any and all possible risks related to investments in cryptocurrencies as part of these Regulations, including the risks both specified in Appendix 4 hereto and those that are not specified in the mentioned Appendix.

## **8. Communications, provision of the information to the Client and notices of the Parties**

The Company may rely upon any communication in any form (including verbal communication) made by any authorized signatories on behalf of the Client listed in Client Account Form hereto. The Client shall be responsible for the execution of any contracts or obligations entered into, and for all costs and expenses incurred by the Company in consequence of such communication. The Client shall inform the Company in writing of any changes in the authorized signatories. Until the Company receives notification of any such change, the Company shall not act in accordance with any such change.

The Parties agree that both Parties may record telephone conversations with the other Party or such Party's employees, officers and agents, and such recordings may be used as evidence in the event of a dispute. Any Instruction given orally by telephone or otherwise shall be legally binding and shall put the Client under obligation to enter into a transaction, to which the Company is a party on behalf of the Client in accordance with such Instruction.

The Client shall be entitled to forward to the Company Orders to execute cryptocurrency transactions as follows:

- using the relevant Services operating via the worldwide web, including text messages exchanged by the Client and the Company on a real time basis (chats);
- by telephone, if an Instruction implies its execution on international regulated markets or on Over-the-Counter market, and the Client (another person that gives an Instruction on behalf of the Client) properly and concurrently gives the name/designation of the Client and the password which was given to the Client by the Company;

The Client's permanent Internet access is an obligatory term for the acceptance of these Regulations. By acceptance of these Regulations, the Client confirms that he/she has permanent Internet access and in evidence of this the Client informs the Company on his/her address of electronic mail (E-mail) that should be used by the Company to notify the Client of any material changes in the information given by the Company to the Client. The Client also confirms that he/she is aware of the possibility of malfunction (breakdown) in the operation of the Company's website and accepts all possible risks related to unfavorable consequences of such malfunction (breakdown) for the Client.

By acceptance of these Regulations the Client confirms that when choosing whether to receive information provided by the Company as a hard copy or via the Company's website and/or using other secure means specified above, the Client selects the latter and also gives its consent to entitle the Company at its own discretion to provide information to the Client using any of the means referred to above.

Provision/transfer in a durable medium under these Regulations means any instrument of provision of information that enables the Client to store information addressed personally to the Client in a way accessible for future reference for a period of time adequate for information purposes and allows the unchanged reproduction of the information stored.

For the purpose of these Regulations durable medium of provision/transfer of information shall include:

- a. Provision/transfer of information as a hard copy personally to the Client (authorized representative of the Client,) hand to hand, and also via courier or other postal services that make it possible to accurately identify the sender and the date of dispatch and receipt of correspondence;
- b. Provision/transfer of information by email (including files sent containing scanned originals);
- c. Provision/transfer of information using Internet Trading Systems in the cases specified by these Regulations;
- d. Provision/transfer of information through the Company's website in cases specified in these Regulations.

In cases when, the Client should send Orders to the Company and/or the Company should provide the Client with information by means of postal, e-mail and telephone services, the Client Orders will be deemed forwarded to the Company, and information will be deemed duly provided in the event that the Parties use postal, email addresses or telephone numbers as specified below:

- a. **For the Client:** – the address and contact details specified in the Client Questionnaire;
- b. **For the Company:**

Address: J2TX Ltd  
Magnum House  
10 Chrysanthou Mylona,  
3030 Limassol,  
Cyprus

Tel. No.: + 357 - 25 028902  
E – Mail: [info@j2tx.com](mailto:info@j2tx.com)

The Parties undertake to notify each other of any changes in contact details specified above in advance by means specified in these Regulations.

All other notices, correspondence and other information, except for the Client Orders and information, the provision of which by the Company to the Client is expressly specified herein and/or by the Law, will be sent by one Party to the other Party by means specified in this section of these Regulations.

Notices, correspondence and information under this clause should be forwarded by the Parties to the addresses specified above hereof and will be deemed duly accepted by the Parties when:



- courier delivery – on the day of receipt;
- any post service is used – on the day given in the dispatch receipt;
- forwarded via facsimile or email – on the date of forwarding.

These Regulations and all other agreements and/or documents executed on the basis of these Regulations shall be written and interpreted in English. In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

## **9. Client assets**

The Company hereto declares that it holds Client's monetary funds and cryptocurrencies separately from its own monetary funds and cryptocurrencies.

The Company shall not dispose of, charge, manage or use in a different way the cryptocurrencies and monetary funds kept on behalf of its clients, unless the client has given a prior written express consent.

The Company exercises all due measures, care and diligence in the selection, appointment and periodic review of the banks where the Client's funds are held and custodians the Client's cryptocurrencies are held with, and the revision of the holding of the Client's funds with these banks and custodians. The Client's monetary funds shall be maintained in designated Client Account(s).

When monetary funds are deposited by the Client (or any other person on behalf of the Client), the Company shall perform identification of the person that carried out such deposit of the monetary funds. The Company has the right to require from the Client (or any another person acting on behalf of the Client to deposit funds) to provide all the required information to the Company in order for the Company to perform the required due diligence procedures. In the event that the required information is not provided by the Client (or any other person acting on behalf of the Client), the Company has the right not to credit monetary funds to the Client Account and return monetary funds to the person that transferred such funds.

The Company shall maintain appropriate records, where the Company shall record all cryptocurrencies purchased, sold and any other transaction conducted by the Company on behalf of the Client pursuant to the present Regulations.

The Company is authorized to receive and hold all earnings and the initial amount wired to the Client's Account and also holds cryptocurrencies until they become due or until full payment of them is made.

The Company's books and records shall at any time reflect that the Client's cryptocurrencies are part of the Client's Accounts. All proceeds or earnings of the received or paid to the Company shall be beneficially owned by the Client and shall be held by the Company on the Client Accounts.

The Client may at any time request to transfer any amount of monetary funds/cryptocurrency after retaining of a sufficient amount on the Client Account to execute the Client's outstanding liabilities and reimburse to the Company all the costs and expenses connected with the said transfer. Monetary funds will be transferred by wire transfer only to the Client's bank account within 10 (ten) business days after the receipt by the Company of the Client's Order for transfer of funds.

The Company may request any additional information and other due diligence work on the Client prior to accepting any withdrawal orders by the Client if the request for the withdrawal is for the funds to be sent to a different account/source from that which was originally used to fund the Client's account with the Company. If, in the opinion of the Company, such transfer is prohibited or is not compliant with any effective law or regulation applicable to such transfer then the Company maintains the right not to execute such withdrawal and may return the funds from the source they have come from. The Client consents to this treatment.

Before accepting any credit card deposits and/or making any such credit card deposits available into the Client's Account with the Company, the Company must be fully satisfied that the Client is indeed the legitimate owner/user of the credit card used and that it is the Client, as the legitimate owner/user of the credit card, who is making and/or authorizing the deposit by credit card; in those instances where the Company is not satisfied that the Client is the legitimate owner/user of the credit card used and that it is the Client, as the legitimate owner/user of the

credit card, who is making and/or authorizing the deposit by credit card, we reserve the right to refuse the credit card deposit(s) in question and to refund/send back the net amount deposited to the same credit card account and via the same payment method through which such deposit(s) was/were made. Fraudulent transactions are immediately cancelled after being detected. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Services, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

A cardholder is eligible for a refund for 14 days after deposit and can make an order in his Private Office for a withdrawal from his brokerage account. The funds will be refunded in consideration of his residual balance.

The Company is under no obligation to transfer any monetary funds/cryptocurrencies, if, in the opinion of the Company, such assignment transfer is prohibited by or is not compliant with any effective law or regulation applicable to such transfer.

In case of the transfer of monetary funds/cryptocurrencies turns out to be unachievable or impossible, the Company shall duly notify the Client and continue holding such cryptocurrencies until further Client's instructions.

In the event of the Client's Orders have been executed by third parties, the Client's relevant operations will be carried out on the Company's custody accounts opened with such third parties (or with other custodians) and bank accounts with credit institutions in the manner and on the terms determined by third parties (custodians) and credit institutions.

The procedure for maintaining aforementioned custody accounts and bank accounts shall be regulated by laws and other statutory acts of the countries of registration of the depositaries and institutions with which Clients assets are held, therefore the Client's rights related to these cryptocurrencies and/or monetary funds may be changed accordingly.

The Company reserves the right and the Client acknowledges the Company's right to keep the Client's monetary funds and cryptocurrencies in omnibus accounts opened with third parties on a fungible basis. In this case the Company guarantees to the Client the following:

- the Company keeps internal records of all the Clients' monetary funds and cryptoassets held in omnibus accounts with third parties;
- the Company has in place systems and controls which ensure internal separate accounting of monetary funds and cryptoassets of each Client held in omnibus accounts with third parties;
- the Company conducts on regular basis reconciliations between its internal accounts and those of any third parties by whom Clients' monetary funds and cryptoassets are held.

The Company shall bear no responsibility before the Client for any actions, inactions or omissions of a third party and also for any losses incurred by the Client as a result of actions, inactions or omissions of a third party unless such losses directly arises from the Company's willful default or fraud or gross negligence. The Company shall also bear no responsibility or liability for unfavorable consequences for the Client due to the insolvency/bankruptcy of a third party.

The Company concludes agreements with third parties which agree to segregate Clients' monetary funds and cryptocurrencies from their own funds. However the third party to whom the Company will pass Client assets may hold it in an omnibus account and **it may not be possible** to separate it from other Clients' money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims

of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

The Company has a right to hold the Client's monetary funds and cryptocurrencies with credit and financial **institutions outside European Economic Area**. In such circumstances the legal and regulatory regime may differ from that applicable in the Republic of Cyprus with the effect that in the insolvency or equivalent failure of that bank or third party the treatment afforded to Client Funds may be different to the treatment afforded to Client Funds held in an account with a bank or third party subject to the Republic of Cyprus laws.

The Company will not be liable for any failure or insolvency of any bank or third party. In the event of the insolvency or any other analogous proceedings in relation to that third party, the company will only have an unsecured claim against the third party on behalf of you and the company's other clients, and you will be exposed to the risk that the money received by the company from the third party is insufficient to satisfy the claims of you and all other clients with claims in respect of the relevant account. If the Company holds the Client's monetary funds and cryptocurrencies outside European Economic Area they will be subject to the laws of that state and the Client's rights in relation to those monetary funds and cryptocurrencies may differ accordingly.

#### **10. Reimbursement of expenses to the Company**

The Client shall reimburse the Company and third parties providing services to the Company the following expenses (hereinafter referred to as the "Expenses"), incurred by the Company in the course of the proper fulfillment of its obligations under the present Regulations:

1. all expenses associated with conclusion, clearing and settlement of transactions and other expenses that may arise in connection with the transactions, including but not limited to, the payments of the registration fees, transfer agents fees, exchange fees, dues and other payments in favor of exchange through which a transaction has been made, bank fees, transaction fees;
2. currency conversion fees, when the Client's order on securities purchase and/or funds transfer should be effected in currency different from the currency of monetary funds included in the Client Account;
3. the Company's expenses on payment of custodians' services;
4. bank transfers fees;
5. in case of any out of the ordinary Client requests to the Company (such as requests for confirmation letters etc) there is a minimum charge of EUR 100 (one hundred);

When executing a Client Order to purchase cryptocurrencies and/or transfer monetary funds in a currency other than the currency of the funds that form the Client's Accounts, one currency shall be converted into another currency at the exchange rate quoted by the converting bank at the time of conversion.

At conversion the rounding off shall be made in accordance with standard rule, up to minimal monetary unit of currency of conversion (cent, eurocent, kopeck). If the third figure after a comma is less, than 5 the rounding off shall be made aside reduction (the rounding off shall be made in favor of the Company). In case of the third figure after a comma is more or equals to 5 the rounding off shall be made in greater party (the rounding off shall be made in favor of the Client).

The Company reserves the right to amend, alter, modify, delete or add to any of these Commissions and Charges at any time and at its sole discretion. When these Commissions and Charges are modified (hereinafter referred to as "Changes") the Company will post such Changes on its website and/or otherwise notify the Client of such Changes, each such notification of which shall be deemed as sufficient notice and it is the Client's duty to consult and/or to check regularly the information posted under on the Company's website regarding any such Changes. Therefore, the Clients should review the relevant fee schedules on the Company's website from time to time so as to ensure that he will be aware of any such Changes. Except if, and then to the extent provided otherwise in these Regulations, all Changes shall be effective five (5) calendar days after their initial posting on our website, or as of the first time that you access and/or use our website after such amendments are made, whichever is sooner. The Client's continued use of the Company's services after the publication of any Changes shall be considered as the Client's agreement to such Changes and shall be governed by these Regulations, as modified. If the Client does

not wish to be bound by those Changes, he should cease to use the Company's services, and inform the Company in writing, immediately.

The Company shall not be liable for any error of judgment or any loss suffered by the Client in connection with the use of its services provided under these Regulations (and in particular, but without limitation, the Company shall not be held liable for any loss which may be sustained in relation to the purchase, storage or sale of any cryptocurrencies in accordance with these Regulations), unless such loss arises from bad faith, willful default or fraud on the part of the Company or any of its employees except for cases when the Company is responsible to the Client in accordance with these Regulations and/or legislation.

The Client indemnifies the Company from all costs and expenses reasonably incurred by the Client and also against debts payable to third parties pursuant to or in connection with these Regulations, unless due to the negligence, willful default or fraud on the part of the Company.

As compensation for its services under these Regulations, the Company charges the Client, and the Client undertakes to pay to the Company the fee according to the procedure for Company's fee calculation specified in Appendix 5 to the present Regulations.

Unless otherwise specified in the Regulations or addenda between the Company and Client, all amounts due to the Company and/or third parties providing services to the Company shall be deducted from the Client's monetary funds/cryptocurrency held by the Company without the Client's additional consent. The Client authorizes the Company at any time, at the Company's discretion and without notice to the Client to set-off and/or charge any of the Client's assets in order to discharge any of the Client's obligations to the Company and/or third parties.

If at any time the Client's funds are freely available at the Client's Account(s) with the Company and are insufficient to cover the expenses incurred by the Company, the Client shall promptly deposit funds to cover the deficiency. If the Client fails to make the said deposit within 5 (five) working days from the moment a relevant notification is sent, the Company may proceed with the sale of cryptocurrencies/cryptocurrency from the Client's securities account(s)/Custody Account(s) without further notice to the Client unless otherwise agreed upon by the Company and the Client. The Company will then notify the Client of the effected sale orally, via email or by sending a relevant notification via the Company's Trading Systems.

The Client confirms its awareness with the fact that in case of absence in the Client's Accounts of cash and/or securities necessary for the execution of the Client's Order, and also in the event that no cash is available for the payment of the Company's services and others expenses incurred by the Company according to the terms of these Regulations, the Company shall not be obliged to execute Client Orders.

## **11. Netting**

Unless otherwise agreed between the Company and the Client, if as of any date the same amounts in the same currency are due to the Company and the Client, then, as of this date, the obligations to make payment of any such amount shall be automatically discharged. If the amounts due are not in the same currency, the Company shall, at its own discretion convert such amounts to set off mutual obligations without contacting to the Client.

Unless otherwise agreed between the Company and the Client, if the aggregate amount due to the Company exceeds the aggregate amount due to the Client, then the Client shall pay the difference to the Company and the mutual obligations to make payment will be set off. In any case the final amount to be paid by either the Company or the Client shall be the difference between their payment obligations.

If settlements are made under transactions to buy/sell cryptocurrencies, which are executed by the Company and counterparties at the Client's request, and there are no other arrangements made with the Client and a counterparty, any obligations related to similar counterclaims between the Client and a counterparty under such transactions, which include the transfer of funds and cryptocurrencies, shall be automatically settled.

In the absence of any other arrangements with the Client and the counterparty under cryptocurrencies buy/sell transactions, which were executed by the Company and counterparties on the Client's request, if amounts of counterclaims differ, mutual claims may be offset after the Client pays the counterparty or the counterparty pays the Client any amount equal to the difference between their payment obligations.

If amounts payable under cryptocurrencies buy/sell transactions, which were executed by the Company and counterparties at the Client's request, and the Client's available funds are denominated in various currencies, the Company may convert, at its discretion, with no additional consent of the Client in order to offset obligations.

In the absence of any other arrangements with the Client and a counterparty under cryptocurrencies buy/sell transactions, which were executed by the Company and counterparties at the Client's request, if the number of cryptocurrencies under counterclaims differs, mutual claims may be offset after the Client delivers to the counterparty or the counterparty delivers to the Client the number of cryptocurrencies equal to the difference between their mutual obligations related to the delivery of cryptocurrencies .

If the aggregate amount that is payable by one Party exceeds the aggregate amount that is payable by the other Party, then the Party by whom the larger aggregate amount is payable shall pay the excess to the other Party and the obligations to make payment of each party will be satisfied and discharged.

If the client relationship is terminated, then the claims that the Parties have against each other shall be finally discharged by means of netting (closed). The value of any open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the Parties shall be the difference between the payment obligations of the parties.

## **12.Commissions and fees**

Unless otherwise provided in Addendum executed by the Parties, the Company shall collect a fee from the Client for all services rendered by the Company. The Company shall collect the fee from the Client for the services rendered by the Company in accordance with the procedure and in the amount specified in the Company's website [www.j2tx.com](http://www.j2tx.com).

All bank and other fees, debts and expenses, payment for services of depositaries, registrars, other brokers whose service the Company must use if it is unable to execute Client orders independently, payment of legal fees, value added tax, sales tax and other taxes and duties ("Expenses") incurred by the Company when it duly fulfills its obligations, except for expenses for servicing the Company's bank accounts are timely debited by the Company from the Client's Account.

The Company does not act as a tax agent in relation to income derived by the Company's clients from operations with cryptocurrencies according to the Regulations, does not calculate, withdraw or pay taxes for the Client. However, if this is provided by tax legislation of a country whose resident the Client is for taxation purposes, the latter is obliged to independently calculate and pay respective taxes and duties as provided by law.

At the Client's request the Company provides the Client with information about effective tariffs of third parties according to which the Company bears expenses.

The Company reserves the right to amend, alter, modify, delete or add to any of these Commissions and Charges at any time and at its sole discretion. When these Commissions and Charges are modified (hereinafter referred to as "Changes") the Company will post such Changes on its website and/or otherwise notify the Client of such Changes, each such notification of which shall be deemed as sufficient notice and it is the Client's duty to consult and/or to check regularly the information posted under on the Company's website regarding any such Changes. Therefore, the Clients should review the relevant fee schedules on the Company's website from time to time so as to ensure that he will be aware of any such Changes. Except if, and then to the extent provided otherwise in these Regulations, all Changes shall be effective five (5) calendar days after their initial posting on our website(s), or as of the first time that you access and/or use our Services after such amendments are made, whichever is sooner. The Client's continued use of the Company's Services after the publication of any Changes shall be considered as the Client's agreement to such Changes and shall be governed by these Regulations, as modified. If the Client does not wish to be bound by those Changes, he should cease to use the Company's Services, and inform the Company in writing, immediately.

## **13. Company reports to the Client and provision of other information**

The Client consents to receiving all Client Account information, Trade Confirmations and Account Statements via the Internet and that Orders or instructions given to the Client via e-mail or other electronic means will constitute evidence of the Instructions given. The Client will be able to access all his Account Information via the Company's

Trading Systems using his own Access Codes. The Client will have access via the Company's Trading Systems to customizable statements that will allow the Client the ability to view, individual Transactions and/or Contracts, daily, weekly, and monthly reports and trade information. The updated Account Information normally will be updated periodically during the company's Dealing Hours and will in any event be available no more than twenty four (24) hours after activity is generated in the Client Account.

The posting of these activities will be deemed delivery of Trade Confirmation and Account activity Statements. The information will include Trade Confirmations with ticket numbers, buy and sale rates, transaction amount, statements of profit and loss, current open positions as well as pending Orders.

The Client may express disagreement with information provided within 10 (ten) days after the Company submits/forwards this information. The Parties hereby agree that if the Client does not express a disagreement with the information provided by the Company within the aforementioned deadline, this shall imply the Client's consent with respect to all information contained in the report and the report shall be deemed accepted by the Client without remarks.

At the Client's request, the Company shall also send the Client by fax or using other electronic means updated information related to the indicators of the trading activity, net positions and the estimate of the market value of the Portfolio, as determined in good faith by the Company, and also a statement on movements of the Client's cash on the Cash Account. The Client may express its disagreement with information presented within 10 (ten) working days after such information is forwarded by the Company.

If within the aforementioned deadline the Client does not express a disagreement with the information provided by the Company, this shall mean the Client's consent with respect to all the information provided.

The Client confirms that when choosing whether to receive the Broker's reports under these Regulations as a hard copy or through Services, the Client shall select the latter.

The Company shall perform operations during normal business hours and within this period of time the Client shall have the right to receive all facilities, as well as assistance from other authorized representatives in order to verify and confirm the Company's reports on investments and cryptocurrencies held in the Client Account.

#### **14. Personal data protection - privacy**

The Company respects each Client's right to privacy, values its relationship with its Clients and takes pride in maintaining loyalty and respect with each individual Client by providing them with security. The provisions of this notice apply to former clients as well as our current clients and explain the manner in which we collect and maintain non-public information about our clients (such as your full name, mailing address, identification number, passports, driver's license etc.; henceforth "Information").

The Company will obtain and hold information about Clients (including, without limitation, personal information and information relating to their Account and Account history) in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process your information for the purpose of performing our obligations under this Agreement, including administering the relationship with you, managing your Account, recovering amounts payable, considering any of your applications, carrying out risk assessment, complying with regulatory obligations, and undertaking product development and analysis.

The Company collects Information from you when you: (a) open an Account and provide us with Information through electronic registration forms; (b) make a transaction with us including when you deposit and withdraw funds; (c) additionally, from time to time, we may collect Information about you from third party entities such as information about your credit history agencies. By providing us with Information, you are giving us your consent to collect, use and store the Information in the manner explained hereinafter.

The Information the Company collects directly from you includes the following:

- (i) Personal Information: when you apply for or maintain a real account with us, we collect personal information about you for business purposes, such as evaluating your financial circumstances, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service; such information may include:

- (ii) **Application Information:** Information you provide to us on applications and other forms, such as your name, address, birth date, occupation, assets, and income, as well as Information required to communicate with you such as your address, phone number, e-mail;
- (iii) **Transaction Information:** Information about your transactions with us and with our affiliates/associates as well as information about our communications with you (examples include your account balances, trading activity, your inquiries and our responses);
- (iv) **Verification Information:** Information necessary to verify your identity such as a passport or driver's license (Examples also include background information we receive about you from public records or from other entities not affiliated with us); furthermore, we may collect other identifiable Information such as identification numbers and/or Passport/Tax registration numbers; we may also collect demographic information when you open an account, including your gender, birth date, etc.; we may also need to evaluate your trading experience, average annual income, estimated net worth and make an assessment about your risk factor.

You directly provide us with most of the Information we collect. You do this by filling out the electronic form(s) (including, without limitation, the Account Opening Application Form(s)) that we post on our Services and by voluntarily providing us with other required documents. Additionally, you provide us with Information by trading on our systems, by contacting us or by responding to a promotion; the information we indirectly collect may include logging your Internet Protocol (IP) address, software configuration, operating system and use of Cookies.

Cookies are small files containing information that a Website uses to track its visitors which may be sent from us to your computer and sometimes back. Cookies ultimately help us improve your navigation and ease of use of our Services. We may set and access Cookies on your computer, enabling us to learn which advertisements and promotions bring users to our Services. We may use cookies in connection with any of our Products and/or Services and to track your activities on our Services. Such information that we collect and share would be anonymous and not personally identifiable.

We use the Information we collect from you only as appropriate to provide you with quality service and security. For example, we may use the Information collected from you to verify your identity. We may also use this Information to establish and set up your trading Account, issue an Account number, issue Access Codes (username and/or password), log your activity and contact you from time to time. The Information you provide us helps us to improve our Services to you, customize your browsing experience and inform you about additional products, services or promotions that may be of interest to you. Should you ever deactivate your Account with us, we will keep your information on file, but only use it to comply with regulatory requirements and to contact you occasionally with the option to reactivate your account. Please note that you may opt-out of our Information sharing policies at any time by notifying us of your desire to do so as explained below.

In order to provide services to you, you acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including some outside of the European Economic Area, and you explicitly consent to such a transfer of information.

We do not disclose or share Information about any of our clients (whether active or inactive) to any non-affiliated third parties other than in the manner and to the entities set forth below:

**Sharing Information with our Associates:** We may share personal information described above with our Associates for business purposes, such as, but not limited to, servicing client's Accounts and informing client's about new products and services, or to aid in the trading activity of our company, its affiliates, or employees, and as permitted by applicable law. The information we share with our associates may include any of the information described above, such as your name, address, trading experience and account information. Our Associates are committed to maintaining the privacy of your information to the same extent we do in accordance with the provisions set forth herein.

**Sharing Information with Third Parties:** We do not disclose your personal information to third parties, except as described herein. Third party disclosures made by us in accordance herewith may include sharing such information with non-affiliated companies that perform support services for your Account or facilitate your Transactions and/or Contracts with us, including those that provide professional, legal, or accounting advice to us or that are acting on

behalf of us to investigate your credit standing. Non-affiliated companies that assist us in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your personal information only in the course of providing such services and only for the purposes that we dictate. We may also disclose your personal information to third parties to fulfil your instructions or pursuant to your express consent. We want you to know that we will not sell your personal information.

**Regulatory Disclosure:** Under limited circumstances, we may disclose your personal information to third parties as permitted by, or required to comply with, Applicable Laws, Rules and/or Regulations in the jurisdiction of which you are a citizen or a permanent resident, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, and/or of the jurisdiction in which we are organized and/or is performing the Services provided hereunder. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described herein, we will not use your personal information for any other purpose, unless we describe how such information will be used at the time you disclose it to us or we obtain your permission.

We do not share credit information, such as credit history, net worth, or other income information, except as otherwise provided herein.

You consent to us, or our agents acting on our behalf, carrying out such credit and identity checks, including money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. You understand and agree that any third party referred to in this clause may share any information concerning you with us and other organizations involved in credit reference, the prevention of fraud and/or crime and/or money laundering or for similar purposes or to recover debts involved.

By submitting the Application Form to us, you agree to be bound by the terms of our Privacy Policy as set out on our Website, including authorising us to contact you by email, telephone or post to give you information about carefully selected products or services offered by us, that are similar or related to products or services provided or previously provided to you. You consent to us using your data for this purpose for the period you have an Account with us and after you close the Account. If you do not wish to receive such information then please contact us in writing or by telephone. Our Address and contact details are stated on our Website.

We will use reasonable endeavors to contact you and notify you of any change to how we hold, process or disclose information, by posting a notice on our Website or sending you an email to your last known email address. If you do not tell us you object to this change in writing within 60 days of the notice and you continue to maintain the Account after the expiry of this period of notice then we will regard you as having agreed to it.

If you wish to access information that we hold about you, or to have inaccurate information corrected please contact us by sending an email to our email address set forth on our Website. Please note we may require you to pay a fee for this information. Please note that certain information may be exempt from being disclosed and that in certain circumstances we may not be able to disclose certain information.

You agree that we may record all conversations with you and monitor (and maintain a record of) all telephone conversations, emails and electronic communications sent by or to us. All such records are our property and can be used by us, amongst other things, in the case of a dispute between us.

Your telephone conversations, e-mails, internet conversations (chat), meetings and other communications with us will be recorded/maintained by us. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

We protect your Information by using data security technology and using tools such as firewalls and data encryption. We use Secure Socket Layer ('SSL') encryption technology in order to protect certain Information that you submit. This type of technology protects you from having your Information intercepted by anyone other than us while it is being transmitted to us. We work hard to ensure that our services are secure and that they meet industry standards. We also use other safeguards such as firewalls, authentication systems (e.g., passwords and



personal identification numbers) and access control mechanisms to control unauthorized access to systems and data. We also require that you use your personal Access Codes (personal username and password) every time you access your account online. We restrict access to Information at our offices so that only officers and/or employees who need to know the Information have access to it.

By entering into these Regulations, you are consenting to the transmittal of your Personal Data (e.g. your personally identifiable Information and your payment details) to our subsidiaries and/or affiliates and to external companies to help us to process and/or analyse it as part of the provision of our Services to you, whether within or outside the European Economic Area. Such Personal Data may also be used for marketing purposes, or to conduct market research for us and we use such Personal Data to bring to your attention products and/or services that may be of interest to you and also to assist in the efficient provision of our Services. Please note that we reserve the right to amend, revise, modify, and/or change our Privacy Polic(y)ies at any time. Should we decide to make any changes to our Privacy Polic(y)ies, such changes shall be incorporated into our revised Privacy Polic(y)ies which shall be posted on our Services.

## **15. Information disclosure**

By accepting these Regulations, you authorise us to disclose such information relating to you as may be required by any Applicable Laws, Rules and/or Regulations or regulatory authority, including any applicable Market Rules, without prior notice to you.

By accepting these Regulations, you authorise us to share personal information submitted by you to us with any duly licensed financial entity, with any of our Associates for the purpose of providing trade recommendations, trading activities, sales and marketing information, including new products and services, and with any third party agency that is working on our behalf with the purpose of performing client analysis for the use of our sales and marketing; furthermore, we may share such information with any trading advisor or Introducing Broker for the purpose of completing the due diligence to, and the approval of, your Account Opening Application Form(s).

The Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA, CRS or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. The Company shall ensure that, before it or anyone on its behalf discloses information relating to any third party to the Company, its Associates or its or their agents or service providers in connection with these Regulations or any Transactions that said third party has been provided with such information and has given such consents or waivers as are necessary to allow the Company, its Associates its or their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause.

## **16. Data protection**

The Company is the Data Controller for the purposes of all Personal Data Protection Legislation. Any queries about the use of Personal Data by us should be referred to our Data Protection Officer.

As indicated hereinabove, in relation to our Privacy Polic(y)ies, we may collect, use and disclose Personal Data about you, including Personal Data you may voluntarily disclose to us in any manner, so that we can:

- a. carry out our obligations under this Agreement;
- b. carry out our everyday business activities and dealings with you;
- c. compile statistical analysis of the pages of our website(s) visited;
- d. monitor and analyse our business;
- e. participate in crime prevention, legal and regulatory compliance;
- f. market and develop other products and services;
- g. process clients' Personal Data for other related purposes. If you choose to withhold non-sensitive Personal Data requested, we may not be able to give you access to our services.

We will not obtain or require disclosure of sensitive Personal Data (such as ethnic origin, religion or medical records) but if you choose to provide such sensitive Personal Data, we may assume such sensitive data is provided with your consent for processing for the purposes for which such Personal Data was provided, unless otherwise notified by you to us in writing.

Neither we nor any of our Third Party Service Providers will disclose any Personal Data collected about you or any Authorized Person to third parties except: (a) to the extent that it is required to do so by under and/or pursuant to any Applicable Laws, Rules and/or Regulations; (b) where there is a duty to the public to disclose; (c) where our legitimate business interests require disclosure; or (d) at your request or with your consent or to Persons described below.

You have certain rights of access to the Personal Data we collect and hold about you at the time of request, or to have inaccurate information corrected, under applicable Personal Data Protection Legislation. If you wish to exercise such rights (solely at your own cost and expense), you should contact us in writing, and you may be requested to provide further information to assist us in complying with such request.

The Company, our Associates and/or Third Party Service Providers may transfer data, including Personal Data and data on your trading activity, collected and held about you to other countries, including countries outside the European Economic Area ("EEA") which may not have similar data protection laws, for any of the purposes described herein.

By accepting these Regulations, you consent to such transfers of personal data for the purpose of fulfilling our our legitimate business interests and enabling the provision of our Services to you.

The Company, our Associates and/or Third Party Service Providers may record or monitor telephone conversations between you and us for security, compliance with the law, training purposes and to maintain and improve the quality of our Services. Such telephone conversations may be used by us as evidence in the event of any dispute between us, in accordance with the provisions set out hereinabove. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

The Company may use 'cookie's or 'IP address tracking devices' to administer our Services, store password and usernames, to monitor visits to pages on our websites from your terminal to personalise our Services to you and to track and facilitate browsing through our websites. A 'cookie' is a piece of data stored on your hard drive containing information about you relating to the use of our Services. IP addresses may be linked to your Personal Data and by tracking these addresses, we would be obtaining such Personal Data. Access to our Services is conditional on acceptance by you of any 'cookies' and 'IP address tracking devices' described in and for the purposes explained in this clause. By accepting these Terms, you acknowledge that you understand the broad nature of 'cookie's and 'IP address tracking' devices and the purposes for which they will be used by us.

You acknowledge and accept that any Services provided through our Services involve transmissions over the Internet and that such transmissions are therefore subject to the Internet's inherent risks. Whilst we acknowledge our responsibility to take reasonable security precautions, you also acknowledge and accept that, as with any network, you may also be exposed to unauthorized programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our, our Associates' and our Third Party Service Providers' and security features are designed to reduce these risks, we cannot guarantee their elimination. You therefore acknowledge that no transmission via our Services shall be guaranteed to be confidential and that we shall not be liable for any breach of confidence arising as a result of such events.

## **17. Representations and warranties of the Parties**

The Client shall represent and warrant to the Company that it is capable and has sufficient authority to enter into the Services Agreement, that the Client is an experienced and professional investor and has necessary knowledge and experience for adopting investment decisions and foresee and assess their consequences.

Investment products contained on this site are not available and information in respect to them may not be distributed to persons resident in any territory where such distribution would be contrary to local law or regulation.

Furthermore products and services described herein are not available to all persons in all geographical locations. It is the responsibility of the Client to confirm and acknowledge that the services or products provided to him/her are allowed under the Laws of his/her Country and he/she shall be solely responsible for any fines, penalties or restrictions implied on him/her or his/hers accounts due to breach of Law and Regulations.

The information and services provided on this website are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation or which would subject the Company to any registration requirement within such jurisdiction or country. Persons or entities in respect of whom such prohibitions apply must not access or use the site.

The Company provides access to trading platforms and cryptocurrencies situated or issued in different jurisdictions.

The Client confirms and acknowledges that he/she shall not trade in cryptocurrencies and or involve himself/herself in margin trading, speculative trading etc. if it is restricted by the Laws of the Country where he/she is resident or by the Laws of the Country of Origin of the client.

**General requirements to the documents provided by the Client to the Company:**

**In cases where the amount of investment is considered to entail a higher level of risk or does not appear to be consistent with the economic profile of the client then documentary information will be requested by the Company for the purpose of verifying the source of the Client's funds and source of wealth.**

**In any case, the Company reserves the right to request the Client to provide the Company with any documentation considered necessary regarding the source of the Client's funds/wealth.**

The Client shall act within the limits of the current legislation of the country of its location (if the Client is a legal entity) or residence (if the Client is an individual), and as he/she enters into the Services Agreement, he/she shall be entitled to conclude it on terms specified herein, and will strictly comply with it when using the Company's services.

In the event that the Client participates in the Services Agreement as a principal, or if the Client acts as an agent in respect of any transactions or assets, the Company shall consider the Client as a principal in relation to such transactions or assets and the Client shall hereby be held liable for the execution of the Services Agreement like the Client personally entered into the Services Agreement as a principal.

The Client represents and warrants that he/she is an experienced investor who is well-informed in financial and business matters and is capable of evaluating advantages and risks of investments and hereby guarantees and possesses sufficient powers for active and passive operations and it is not restricted in any way.

The Company represents and guarantees to the Client the following:

- The Company is duly incorporated, exists under the laws of the Republic of Cyprus and has all necessary powers;
- The Company shall act within the limits of the current legislation of the Republic of Cyprus and entering into the Services Agreement, it shall be entitled to conclude it on terms set forth in the present Regulations and shall strictly comply with it when it renders services to the Client;
- The person who signs the Services Agreement on behalf of the Company is duly authorized to do so;
- Execution and fulfillment of the Services Agreement by the Company does not contravene or violate or constitute a default of obligations or exceed them, does not involve default in payment and is not a reason which adds to default in payment and does not contradict to everything listed below and namely: any law by which the Company or any of its assets are governed; rights of any third parties in respect of the Company or the cryptocurrencies; any agreement to which the Company or any of its assets are a party.

**18. Dormant - Inactive Accounts**

**Dormant:** If the Client does not use the account for trading activity for more than six (6) months the account is automatically classified as Dormant.

In case the Client's Trading Account is Dormant for 12 months and there were no trades executed over a period more than 12 months, the Company reserves the right to close the account and terminate the agreement unilaterally with a written notice.

**Inactive:** If the Client never activates the account opened with the Company, meaning that no funds were received and no transactions were made, the Company shall treat the account as Inactive.

In case the Client's Trading Account is inactive for more than 6 months from the date of opening the account, the Company reserves the right to close the account and terminate the agreement unilaterally with a written notice.

**19. Allocated unclaimed client money entitlements**

The Company will take certain reasonable steps to trace the clients concerned and distribute the client money entitlements.

The steps include:

- locating current contacts details of the clients;
- attempt to communicate with the client at least three times by other means phone, email, post, or any other means where the company cannot get in touch with the client.

If the client's money entitlement is less than EUR 10 the Company will be required to take fewer steps.

In cases where the Client's account balance would be Nonzero the Company will declare the remaining balance as unclaimed funds and will transfer the balance in a suitable designated Client Suspense Account for safe-keeping with the Company.

Commissions and fees of the Company for the safe-keeping and all expenses payable to third parties including the external brokers or agents which are directly related to safe-keeping of the monetary funds and/ or cryptocurrencies will be deducted from the balance of the client(s) in the Suspense Account. The Company reserves the right to sell all or part of the client's cryptocurrencies in the Suspense Account to recover the expenses directly or indirectly related to the safe-keeping of your cryptocurrencies.

**20. Indemnity and limitation of liability**

You will make your own decision to access and/or use our Services or to enter into or execute any Transaction and/or Contract. You acknowledge and agree that our Services do not and will not serve as the primary basis for any of your investment decisions concerning your Accounts. You are solely responsible for any investment or trading decisions you make with respect to products identified on our trading systems. Neither we, nor our Associates are and will be, by virtue of providing our Services, an advisor or fiduciary for you or any Authorized Person.

Without prejudice to any other provisions in this Agreement, our Services are provided "as is" and neither we, nor our Associates, nor any of our Third Party Service Providers makes any representations or warranties of any kind whatsoever regarding (a) the availability, currency, accuracy or completeness of our Services; (b) the results to be obtained by you or anyone else from the use of our Services; and (c) any Third Party Content accessible on or through our Services; neither we, nor our Associates, nor any of our Third Party Service Providers will be liable to you or any Authorized Person for the correctness, quality, accuracy, security, completeness, reliability,

performance, timeliness, pricing or continued availability of our Services, or for any failure of any connection or communication service to provide or to maintain your or any Authorized Person's access to our Services, or for any erroneous communications between you and us.

Without prejudice to any other provisions of this Agreement, neither we, nor our Associates 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 or any Authorized Person as a direct or indirect result of any act or omission in the course of providing our Services to you or otherwise arising from the activities to which these Regulations apply except such as is caused by our and/or their negligence, willful default or fraud; neither we, nor our Associates 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 or any Authorized Person under this Agreement (including any instance where we have declined to enter into a proposed Transaction and/or Contract), unless such losses, damages, costs or expenses are a reasonably foreseeable consequence of, or arise directly from, our or their respective gross negligence, willful default or fraud. In no circumstance, shall we or our Associates have liability for losses suffered by you or any Authorized Person 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; neither we, nor our Associates will be liable in any circumstances for any losses that were not a reasonably foreseeable result of breach to both you and us when these Regulations were entered into.

You acknowledge that: (a) any market information or third party recommendations communicated to you or any Authorized Person, by us or any Associate, does not constitute advice to enter into any Transaction and/or Contract; (b) such information or recommendations, although based upon information obtained from sources believed by us to be reliable, may be based solely on a third party's opinion and that such information may be incomplete and may be unverified; (c) we make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendations furnished to you or any Authorized Person; and (d) we make no representations concerning the tax implications or treatment of trades entered into by you pursuant to these Terms; neither we, nor our Associates accept any liability for any adverse tax implications of any Transaction whatsoever.

Since we do not control signal power, its reception or routing via the internet, configuration of your equipment or that of any third party or the reliability of its connection, neither we, nor our Associates can be responsible for communication failures, distortions or delays when you are trading on-line (via the Internet).

We shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Market in cryptocurrencies is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so. Without limitation, neither we, nor our Associates accept any liability by reason of any delay or change in market conditions before any particular Transaction is effected.

Without limitation, neither we nor any of our Associates shall be liable for any loss arising from any act or omission of any Agent, Affiliate, Authorized Person or other third party who performs services for you.

Neither we, nor our Associates shall be liable to you be liable to you or any Authorized Person for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, 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 our custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason whatsoever, including, without limitation Force Majeure, to perform our respective obligations hereunder.

You further acknowledge and accept that neither we, nor our Associates are and will be, by virtue of providing our Services, shall be liable for any automatically generated trade confirmations that subsequently proved to be erroneous and manifest incorrect due to exceptional market situations.

Nothing in this Agreement will exclude or restrict any duty or liability we may have to you or any Authorized Person under the regulatory system (as defined in the CySEC Rules), which may not be excluded or restricted thereunder.

#### **EXCLUSION OF WARRANTIES**

WITHOUT PREJUDICE TO ANY OTHER PROVISIONS OF THIS AGREEMENT, WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT OUR SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. OUR SERVICES IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE". WE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE ACCESS OR USE OF OUR SERVICES AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION, OPINIONS, PRODUCTS, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH OUR SERVICES OR ON THE INTERNET GENERALLY. WE DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.

WE DO NOT WARRANT THAT OUR SERVICES WILL MEET YOUR NEEDS, OR THAT IT/THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS.

#### **DISCLAIMER AND LIMITATION OF LIABILITY**

Our obligations under this Agreement do not constitute personal obligations of our directors, officers, shareholders, partners, members, employees, Associates, Representatives, agents, Third Party Service Providers and/or Third Party Content providers and/or any of them.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF OUR SERVICES AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).

EXCEPT AS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOUR DISPUTE AND OTHER LABOUR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

ANY LIABILITY ARISING UNDER THIS AGREEMENT WILL BE SATISFIED SOLELY FROM THE REVENUES GENERATED HEREUNDER. IN NO EVENT SHALL OUR LIABILITY HEREUNDER EXCEED THE EURO 10.000 (TEN THOUSAND). EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

#### **INDEMNIFICATION**

As a condition of your use of our Services, you agree to indemnify and hold us, our Associates, Representatives, agents, Third Party Service Providers and Third Party Content providers from and against any and all claims, losses, liabilities, costs and expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, arising from or connected to any violation or breach of these Regulations (including negligent or wrongful conduct) by you or any other person accessing and/or using our Services.

You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction and/or Contract or any matching Transaction and/or Contract 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 and/or Contract) or by the enforcement of our rights.

You will be responsible for all Orders entered on your behalf via our Services and you will be fully liable to us for the settlement of any Transaction and/or Contract arising therefrom.

You will defend, indemnify and hold us and our directors, officers, shareholders, partners, members, employees, Associates, Representatives, agents, Third Party Service Providers and/or Third Party Content providers and/or any of them, harmless from and against all liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, which we may incur or suffer as a result of:

- a. any error in any instruction given by an Authorized Person; or
- b. acting on any instruction, which is, or appears to be, from an Authorized Person.

## **INDEPENDENT INVESTIGATION**

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE REGULATIONS AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE MERITS AND RISKS OF ACCESSING AND/OR USING OUR SERVICES AND ENTERING INTO TRANSACTIONS AND CONTRACTS VIA OUR TRADING SYSTEMS SERVICE AND YOU HAVE DONE SO WITHOUT RELYING ON ANY INFORMATION CONTAINED ON, OR IN OUR SERVICES AND/OR OTHERWISE PROVIDED BY US IN RELATION AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCAL JURISDICTION WHICH APPLY TO YOUR ACTIVITIES HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU MAY PARTICIPATE IN OUR SERVICES AND ENTER INTO TRANSACTIONS AND CONTRACTS VIA OUR SERVICES, WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.

## **21. Dispute resolution. Governing law**

Interpretation of terms and the legal concepts containing herein shall be given according to understanding attached to corresponding terms and concepts by the legislation of the Republic of Cyprus and legal practice of the Republic of Cyprus. The present Regulations are construed and shall be governed by the laws of the Republic of Cyprus.

The Client and the Company agree that if within 10 (ten) business days after any action taken as part of its brokerage activity based on the Services Agreement concluded between Parties the Client fails to express dissent with regard to the execution of any client's order (trade and/or non-trade) by the Company, this will mean the Client's has consented to all actions taken by the Company and such actions shall be deemed as accepted by the Client without remarks.

In the event that the Client has claims to the actions taken by the Company with relation of execution of any client's order (trade and/or non-trade) he/she shall be required:

1. to notify the Company about it within 2 (two) business days;
2. to provide the Company within 3 (three) business days with his/her claims in writing;
3. not to take new similar actions and/or place new orders (trade and/or non-trade);

In the event that the Client fails to fulfill any requirement of abovementioned clause action taken by the Company shall be deemed confirmed by the Client and may not be challenged by him/her at a later time.

Any disputes and disagreements under the present Regulations and the Services Agreement shall be resolved by the Parties by way of negotiations. In case of failure to resolve disputes and disagreements by way of negotiations the settlement shall be in accordance with claim procedure. Claims shall be considered within 30 (thirty) working days.

Claims, including applications and complaints (hereinafter jointly referred to as "claims") shall be submitted in writing and signed by the authorized representative of the Party. The claim shall contain:

- the essence of the claim and the demands of the Party which initiated this claim;
- the amount of the claim and its calculation (if the claim is subject to pecuniary valuation);
- summary of circumstances on which the applicant's requirements are based and evidences substantiating them with reference to corresponding legislative and statutory documents;
- the list of documents attached to the claim and other evidences;
- other data necessary for settlement of a dispute.

Claims which do not contain data on the Client's name or the location (address) shall be classified as anonymous and left without consideration.

The Party to which the claim is sent shall have the right to request the other Party for additional documents and data. The term of reviewing a claim shall be extended for the period of submitting documents, but not more than for 10 (ten) working days.

The reply to the claim shall be sent to the Party initiated the claim. The reply should be made in writing and signed by the authorized representative of the Party which responds to the claim. The claim can be left without consideration if the repeated claim does not contain new data, and all the reasons stated in it were reviewed earlier in full and objectively, and the response was sent. Simultaneously, the notice about leaving the claim without consideration, with reference to the previously given response shall be presented to the Party, which initiated the claim.

Disputes related to the execution by the Parties of their obligations under the Services Agreement, not settled by way of negotiations or claim procedure, shall be considered judicially. Cases shall be brought before a relevant court in a principal place of business or place of residence of a defendant.

## **22. Force majeure**

Neither the Client, nor the Company shall be held liable for consequences of any delay, failure or inability to fulfill obligations contained herein, or pursuant to any transaction, for reasons beyond their reasonable control. Such events will include, without limitation: any law, order, regulation or threat of any governmental or other authority, computer system breakdown, change of market conditions or practice, or actions of the holder of an issuer's shareholder register, which prevent fulfillment by the Parties of their obligations under the present Regulations or any transaction.

## **23. Termination**

The Services Agreement shall be concluded for an indefinite period of time. The Company shall be entitled to terminate the Services Agreement at any time by providing at least 10 (ten) working day written notice to the Client. The Client shall be entitled to may reject the Company's services at any time by providing 10 (ten) working day written notice to the Company. In the event of either party serves a notice to terminate the Services Agreement, the Company shall (unless otherwise required by the Client) continue to fulfill its obligations hereunder, except that after receipt of such cancellation notice, the Company shall not initiate new obligations without the Client's special instructions.

The Agreement shall be terminated without prejudice to completion of transactions previously initiated, otherwise the Company shall be entitled to reimbursement. Transactions in progress shall be fulfilled in accordance with the Client's Orders or, in the absence of any instructions, in the best interests of the Client's Accounts.



In the event that the Company determines that a Client is acting illegally and in breach of the Law, the Company may terminate this agreement immediately without providing any notice. Additionally, in the event that the Client transfers funds to the Company and such funds may be determined by the company to be of a doubtful and/or illicit origin then the Company reserves the right to transfer such funds back to the client to the same source they were received from and to terminate this agreement.

## **24. Addenda**

The Client may enter into additional agreements provided that the Company is entitled to provide respective investment services. Monetary funds and cryptocurrencies related to the Addenda may be kept on the Account in accordance herewith. The Parties have agreed that in the event of any conflict between the terms hereof and the Addenda, the Addenda shall prevail and control any transaction related to such Addenda. Notwithstanding the aforesaid, any cash and/or cryptocurrencies kept on the Account under any Addendum shall be subject to reimbursement based on the terms specified hereunder.

## **25. Miscellaneous**

Amendments and/or additions to these Regulations and the Services Agreement, including to the Appendices hereto, shall be made unilaterally by the Company.

Under the general rule, unless otherwise provided by the order of the Company's Director on making amendments and/or additions hereto, all amendments and additions hereto shall take effect and become binding for the Client upon the expiry of 3 (three) calendar days from the time when the Client is notified of the amendments and/or additions made hereto.

All amendments and/or additions hereto may, at the Company's discretion, be made in writing. In case of amendments and /or additions made in the form of Addenda between the Parties, such Addenda shall be signed by authorized representatives of the Parties and shall constitute an integral part of the present Regulations and the Services Agreement.

The Parties agree that the Company has the right to use the facsimile signature of its Director and/or the Company's employee duly authorized to sign the Services Agreement and other documents required to be signed under these Regulations, if the use of facsimile signature does not contradict the current legislation.

Reproduction of the facsimile signature mentioned above shall be recognized by the Parties as the manual signature of the director and/or the Company's employee duly authorized and imply the observance of the requirement for a transaction to be executed in writing.

If one of the provisions of the Regulations is or becomes invalid, this shall not affect validity of other provisions hereof.

**Appendix 1**  
**to the Regulations for the Provision of Services**

**Services Agreement # \_\_\_\_\_**

“ \_\_\_\_ ” \_\_\_\_ 20\_\_

**J2TX Ltd** a Company incorporated in the Republic of Cyprus with registration number HE 422703, hereinafter referred to as the **Company**, and \_\_\_\_\_, hereinafter referred to as the **Client**, jointly referred to as the **Parties**, hereby agree that:

1. The Company undertakes under instructions of the Client and for a fee to carry on legal and other activities related to conclusion of transactions with cryptocurrencies under the terms and conditions provided for in the Regulations for provision of Services (hereinafter referred to as the “Regulations”).
2. Relations between the Parties, their rights and obligations are stipulated by the Regulations, which constitute and integral part of the present Services Agreement.
3. Under the present Services Agreement, the Client acknowledges that he/she has familiarized itself with and accepted these Regulations, and the Client undertakes to fulfill all the terms and conditions provided for in the Regulations.
4. The Client undertakes to pay fees to the Company in the amount and under the terms specified by the Regulations.
5. The Client undertakes to reimburse to the Company for all the Company’s expenses related to the services provided by the Company to the Client under the terms of the Regulations.
6. All information, reports, notifications, messages and other documents covered by the Regulations may be given to the Client in a durable medium specified in the Regulations.
7. The Company has various measures in order to safeguard and protect the Client’s assets. The Company keeps, maintains such records and accounts as are necessary to distinguish assets held for one client from assets for any other and the Company’s own assets.
8. The present Services Agreement is concluded for an indefinite period time. The present Agreement may be terminated by mutual agreement of the Parties, or unilaterally by sending to the other Party a termination notice in writing.
9. By signing this Services Agreement the Client acknowledges its approval and acceptance in full the Regulations and all Appendices to the Regulations.

(name of the Client)

**J2TX Ltd**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

.....  
(on behalf of the Client)

.....  
(on behalf of the Company)

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***Official notes of J2TX Ltd***

The following requisites are assigned to the Services Agreement

No \_\_\_\_\_ dated \_\_\_\_\_

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**Appendix 2**  
**to the Regulations for provision Services**

**CLIENT QUESTIONNAIRE FOR INDIVIDUALS**

**Important Notice**

Being an investment company acting under the registration granted by the CySEC and observing the applicable laws, by-laws, rules, and regulations adopted by state authorities, domestic and international regulatory agencies and professional associations, we are required to protect our clients' interests, for which purpose we believe our primary tasks are to understand our clients, the nature of their business, financial position, sources of funds, and to ensure that we understand fully their investment objectives.

Thus, you certify that all statements made in this Client's questionnaire (the "Questionnaire") and all information, documents or others, provided to us (hereinafter referred to as the "Information") is complete, true and accurate, and that it is provided upon your initiative. You agree to be fully liable for the provided Information, and do not object that the Information is being collected also to confirm your business reputation according to practices applicable in international markets.

In any event, the Company reserves the right to assume any possible measures for checking the reliability of the Information, specified by you in the Questionnaire, particularly to request supporting documents and also additional information and documents and you hereby express your consent to provide such documents and information.

You hereby consent and agree that you shall be liable to notify the Company of any modifications to the Information provided.

The Information provided in this Questionnaire shall be kept confidential and shall not be disclosed by us to a third party without your consent other than by explicit requirement under the applicable laws. You agree and acknowledge that it is required to disclose any of such information, we shall, without your additional consent, submit information only to the extent required by the appropriate regulations and only to the person specified in such regulations.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**IDENTIFICATION INFORMATION**

First Name:	
Last Name:	
Country of Residence:	
Phone Number:	
E-mail address:	

**ECONOMIC PROFILE**

<b>1. What is your net worth?</b>	
▪ \$0 - \$100.000	<input type="checkbox"/>
▪ \$100.000 – \$250.000	<input type="checkbox"/>
▪ \$250.000 – \$500.000	<input type="checkbox"/>
▪ \$500.000 - \$1.000.000	<input type="checkbox"/>
▪ \$1.000.000 - \$5.000.000	<input type="checkbox"/>
▪ above \$5.000.000	<input type="checkbox"/>

<b>2. What is your annual income?</b>	
▪ \$ 0 – 50.000	<input type="checkbox"/>
▪ \$ 50.001 – \$ 100.000	<input type="checkbox"/>
▪ more than \$100.000	<input type="checkbox"/>

<b>3. How much money do you intend to invest?</b>	
▪ \$ 0 – 50.000	<input type="checkbox"/>
▪ \$ 50.001 – \$ 100.000	<input type="checkbox"/>
▪ more than \$100.000	<input type="checkbox"/>

<b>4. What are your main business/professional activities?</b>	
▪ Employee	<input type="checkbox"/>
▪ Entrepreneur	<input type="checkbox"/>
▪ Student	<input type="checkbox"/>
▪ Pensioner	<input type="checkbox"/>
▪ Investor	<input type="checkbox"/>
▪ Other – please describe:	<input type="text"/>

**PERSONAL INFORMATION**

Nationality:	
ID Document Type:	
ID Document Number:	
ID Document Expiry Date:	
Country of Issue:	
Date of Birth:	

**ADDRESS**

Country:	
Region/ state:	
City:	Postal code:
Address (street, house number, building, apartment, floor etc.):	

**REGULATORY INFORMATION**

Do you (or your close relatives or associates) hold or held any public position in the last twelve months?

Yes ☐ No ☐

If 'Yes', please specify:

- ☐ Heads of state, heads of government, ministers and deputy or assistant ministers
- ☐ Members of parliaments
- ☐ Members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances
- ☐ Members of courts of auditors or of the boards of central banks, ambassadors, charge d'affaires and high-ranking officers in the armed forces
- ☐ Members of the administrative, management or supervisory bodies of state-owned enterprises
- ☐ Other, please specify:  

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**CLIENT CONFIRMATION**

☐ I do hereby give my approval and consent to all present Client confirmations:

- ✓ This account will be used to trade and/or invest on behalf of myself as the account holder and I will invest my own funds and/or crypto assets.
- ✓ I, the account holder, have never been the subject of an investigation or proceeding by any commodities or securities exchange or regulatory authority or self-regulatory authority.
- ✓ I, the account holder, have never been the subject of, or initiated litigation, arbitration or any other type of dispute or settlement procedure with another broker or dealer.
- ✓ I, the account holder, confirm that I am not a member of an exchange or a regulatory or a self-regulatory organization, or an associated person, affiliated person or employee of an exchange member.
- ✓ I declare that I act in my own name as specified above and not on behalf of a third party in respect of all matters related to this client relationship and that all funds and/or crypto assets to be deposited and traded on the account with J2TX Ltd are my own funds and/or crypto assets.
- ✓ I confirm that I am acting on my own behalf and not as nominee(s) or in a fiduciary capacity on behalf of any other person(s).
- ✓ I have carefully read and fully understood the entire text of the present Services Agreement and all disclosures and policies included thereon.
- ✓ I further acknowledge that trading with cryptocurrencies may involve significant risk of loss and it is not suitable for all investors, that the value of the investments can both increase and decrease and the investors may lose all their investment capital, I acknowledge that in case of a leveraged product, the loss may be more than the initial capital invested and any financial success of other parties doesn't guarantee the same result for investor.

By clicking on "I agree" you certify, under penalty of perjury that:

- ✓ The information provided is correct, complete and not misleading and I will inform the Company immediately about any changes to the details or information provided.
- ✓ "I agree" represents your digital signature which is the equivalent of your written signature and you will be entering into a legally binding agreement, the equivalent of a signed written contract.
- ✓ You consent to the use of electronic records to evidence your certification/agreement.

## **CLIENTS COMPLAINTS HANDLING PROCESS**

### **Policy statement**

J2TX Ltd (hereinafter "the Company") maintains effective and transparent procedures for the reasonable and prompt handling of complaints or grievances received from retail clients and keeps a record of each complaint or grievance and the measures taken for the complaint's resolution.

**Complainant** means any person, natural or legal, which is eligible for lodging a complaint to the Company and who has already lodged a complaint.

**Complaint** can be defined as a statement of dissatisfaction addressed to the Company by a complainant relating to the provision of an investment service provided by the Company.

**Claims**, including applications and complaints (hereinafter jointly referred to as "claims") shall be submitted in writing and signed by the Client or an authorized representative of the client.

Only complaints submitted by the Client or a person authorized to act on behalf of the Client will be reviewed and investigated.

The claim shall contain:

- ☐ the essence of the claim and the demands of the Party which initiated this claim;
- ☐ the amount of the claim and its calculation (if the claim is subject to pecuniary valuation);
- ☐ summary of circumstances on which the applicant's requirements are based and evidences substantiating them with reference to corresponding legislative and statutory documents;
- ☐ the list of documents attached to the claim and other evidences;
- ☐ other data necessary for settlement of a dispute.

Claims, which do not contain data on the Client's name or the location (address) shall be classified as anonymous and left without consideration.

All Complaints must be reported to J2TX Ltd, in writing, within the period given in the Company's Regulations as published from time to time on the Company's website, from the occurrence of the event that gives rise to the Complaint. Failure to object within the above-mentioned time period shall be deemed ratification by the Client of all actions undertaken by the Company prior to making the Complaint. The Company shall have the right to request the Client (complainant) for additional documents and data. The term of reviewing a claim shall be extended for the period of submitting documents.

### **Procedure for handling complaints**

The detailed procedure for submitting and handling Client complaints as well as related forms to completed are published on the Company's website [www.j2tx.com](http://www.j2tx.com).

## **MAIN RISKS ASSOCIATED WITH INVESTMENTS IN CRYPTOCURRENCIES**

### **General Investment Risks**

- (a) If you do not understand the key features of the product being offered, or the key risks involved, do not invest. Instead, consider seeking independent professional advice on what investment is suitable for you.
- (b) Be aware that sometimes the name of a product may not reflect the features of the product.
- (c) Be careful if you need to access your money before the product is due to pay out.
- (d) Before you invest, understand what the total costs are. The cost of an investment will impact the return you are likely to achieve. Also, there may be similar, less complex products - with lower costs – available.

Some products require a high level of knowledge to evaluate and assess the risks. They also need active management and monitoring over time. Active management and monitoring is often too time consuming, impractical and difficult for retail investors. You should consider these difficulties when thinking about investing in complex products.

### **Market risk**

Market risk is the day-to-day risk of losses arising from movements in market prices.

### **Cost of complexity**

Complex structures within a product can mean the product has a higher cost because you are paying for the product's underlying features. Also, fees and commissions are usually built into the structure of the products, and are therefore not readily apparent.

### **Transfer Risk**

Transactions involving a foreign business partner (e.g. a foreign debtor) carry the additional risk that political or exchange control measures in a given country may complicate or prevent the realisation of the investment. In addition, problems may occur in connection with the settlement of an order. In the case of foreign currency transactions, such measures may obstruct the free convertibility of the currency.

### **Country Risk**

The country risk represents the credit risk of a given country. If the country concerned poses a risk in political or economic terms, all counterparties resident in that country may be affected.

### **Liquidity Risk**

Tradability (liquidity) refers to the possibility of selling a security or closing out a position at the market price at any given time. The opposite of a liquid market is a narrow market. The market in a particular security is said to be narrow if an average sell order (measured by the usual trading volume) causes perceptible price fluctuations and if the order cannot be settled at all or only at a substantially lower price.

### **Credit Risk**

Credit risk refers to the possibility of the counterparty's default, i.e. the inability of one party to a transaction to meet its obligations such as dividend payments, interest payments, repayment of principal when due, or to meet such obligations for full value. It is also known as repayment risk or issuer risk.

### **Risk of Total Loss**

This term refers to the risk that an investment may become completely worthless.

**Buying cryptocurrencies on Credit**

The purchase of cryptocurrencies on credit implies an increased risk. The credit raised must be repaid no matter whether the investment has been profitable or not. Furthermore, the credit costs reduce the return.

**Price Limit**

If buy or sell orders are placed with the instruction “at best” (no price limit), deals will be executed at the best possible price. With a buy limit, the purchase price and thus the amount of capital employed is limited. No purchases will be made above the price limit. A sales limit fixes the lowest acceptable selling price; no deals will be carried out below this price limit.

**Time Limit**

Setting a time limit determines the validity period of orders. The validity of unlimited orders depends on the practices of the respective market. Your investment adviser will inform you of further additions which can be made when placing an order.

**Tax Considerations**

Your investment adviser will inform you about the general tax aspects of the individual investments. We advise you to assess the impact of an investment on your personal tax bill together with your tax consultant.

**Investment Risks Related To Cryptocurrencies**

The Company may, at its sole discretion, offer cryptocurrencies for trading on its trading systems, from time to time. Cryptocurrencies, when used in this Agreement, unless the context otherwise requires, shall mean a type of decentralized digital currency or asset which is not issued by any central bank or issuer in which encryption techniques are used to facilitate the generation of units of the currency or asset and verify the transfer of units (“Cryptocurrencies”).

The Client hereby acknowledges and accepts that Cryptocurrencies are traded on non-regulated decentralized digital exchanges and that there is no specific European regulatory framework governing the trading in Cryptocurrencies. As such, Cryptocurrencies are not recognized as Cryptocurrencies under MiFID. Accordingly, price formation and price movements of these products depend solely on the internal rules of the particular digital exchange which may be subject to change at any point in time and without prior notice. In this respect, you further acknowledge and accept that this may often lead to wide fluctuation (i.e. high volatility) in the prices of these products, which may be substantially higher compared to the Cryptocurrencies offered by the Company, and may result in significant loss over a short period of time.

The market and pricing data on Cryptocurrencies are derived from the digital decentralized exchanges that the Cryptocurrencies are traded on. Due to the fact that the market and data pricing formation rules on Cryptocurrencies, provided by such exchanges, are not subject to any regulatory supervision, they may be subject to changes in the relevant digital exchange’s discretion at any time. Likewise, such digital exchanges may introduce trading suspensions or take other actions that may result in the suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to us. The above factors could result in material adverse effect on your open positions, including the loss of all of your invested capital. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which we derive our price feeds for the relevant Cryptocurrency, your positions in such Cryptocurrency will be priced at the last available price for the relevant Cryptocurrency, and you may be unable to close or liquidate your position or withdraw any funds related to such position until the trading on the relevant digital exchange resumes (if at all). You accept that where trading resumes again at either the relevant initial digital exchange or on any successor exchange thereof, there may be significant price differential (price gapping) which may impact the value of your CFD positions in the relevant Cryptocurrencies and result in significant profit or losses. Where trading does not resume, all of your invested capital could potentially be lost. You hereby acknowledge and accept that you have been informed by the Company of and understand this particular risk into account when taking investment decisions in respect of trading CFDs on Cryptocurrencies.



## **RULES OF TRADING VIA ELECTRONIC SYSTEMS**

### **1. Subject**

The present Rules set forth the terms and conditions under which J2TX Ltd (hereinafter referred to as the "Company") shall permit the Client to have access to one or more terminals, including trading systems through the Client's internet browser, for the Client's access to the electronic trading or transmission of orders by the Client via electronic systems.

The present Rules also set forth the terms and conditions under which the Company shall permit the Client to electronically monitor the activity and positions on the Client's account.

Collectively called the "Service".

### **2. Rules of Use**

By the present Rules the Company supply the Client with software for use of the Services and grant the Client non-exclusive and non-transferable license to use such software subject to the terms hereof.

The Client may use the software solely for his/her own personal purposes. Neither the software nor the Services may be used to provide computer time sharing, third party training or virtual or actual hosting for any third parties.

The Client shall use market data solely for his/her own personal purposes. Market data shall not be transmitted, sold to third parties or distributed among and/or published for use by third parties.

Nothing in these Rules alters or modifies the terms of any other agreement between the Company and the Client.

### **3. Access, Use of Password**

The Company shall provide the Client with access to the Services. The Services may be used to transmit orders, receive confirmation of execution of orders, subject to prevailing market conditions and applicable legislation and exchange rules and regulations.

The Client acknowledges, represents and warrants that:

1. The Client has received a number, code or other sequence which provides access to the Service (the "Password");
2. The Client is the sole and exclusive owner of the Password;
3. The Client is the sole and exclusive owner of any identification number, code or other sequence which allows access to the Services via computerized online service (the "ID").

The Client accepts full responsibility for use and protection of the Password and ID as well as for any transaction occurring in an account opened, held or accessed through the ID or the Password.

The Client shall be legally bound by any electronic order entry and upon clicking indicia of acceptance after entering the required Password or ID.

The Client represents warrants and agrees that any individual who has possession of any Password or ID is the Client's duly authorized representative, having the power and authority to legally bind the Client in this manner. Such acceptance shall be deemed to be as effective as a written signature performed manually by the Client.

## **5. Warranties and Limitation of Liability**

The Client accepts responsibility for use of the Services and for any trading and other decisions made by the Client based on its use. The Client shall not use any Password or ID the Company supplies to the Client for any transaction with another broker.

It is the Client's obligation to keep its Account numbers, user names and passwords ("Access Codes") strictly confidential. The Client acknowledges and agrees that any Instruction or communication transmitted via our Services by him or on his behalf, or through your Account, is made entirely at his own risk. The Client hereby expressly authorises the Company to rely and act on, and treat as fully authorized and binding upon the Client, any Instruction given to the Company that we believe to have been given by the Client or on his behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by the Client. The Client acknowledges and agrees that the Company shall be entitled to rely upon the Client's Account number, Access Codes (user names and/or passwords) to identify the Client and the Client agrees he will not disclose this information to anyone not duly authorized by the Client.

The Client accepts responsibility for the monitoring of his/her account. The Client will immediately notify the Company in writing if the Client becomes aware of the following:

1. Any loss, theft or unauthorized use of the Client's Password(s), IDs or account number(s); or
2. Any failure by the Client to receive a message indicating that an order was received and/or executed; or
3. Any failure by the Client to receive an accurate confirmation of an execution; or
4. Any receipt of confirmation of an order and/or execution which the Client did not place; or
5. Any inaccurate information in the Client's account balances, positions, or transaction history.

The Company shall not be liable in any way to the Client or to any other person for:

1. any inaccuracy, error or delay in, or omission of any such data and/or information or the transmission or delivery of any such data and/or information, or
2. any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance, or interruption in any such data and/or information due to any condition of "force-major" (e.g., flood, extraordinary weather condition, earthquake or other act of god, fire, war, insurrection, riot, labor dispute, accident, action of government, communication of power failure, equipment or software malfunction), or
3. any other cause that is not within the Company's control.

The use and storage of any information including, without limitation, the Password, the ID, account information, transaction activity, account balance and any other information or orders available to the Client through the use by the Client of the Services is the Client's sole risk and responsibility.

The Client is responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Company's trading systems.

## **6. Representations**

The Client shall not, under any circumstances, do any of the following:

1. use the Company's services to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;
2. download files that contain software or other material protected by intellectual property rights (or by rights of privacy or publicity) unless the Client has received all necessary consents;
3. upload files that contain a virus or corrupted data;
4. delete any author attributions, legal notices or proprietary designations or labels in a file that the Client upload to a bulletin board;
5. use the Company's services in a manner that adversely affects the availability of its resources to other clients.

The Client represents and warrants that he/she is fully accept these Rules and is under no legal disability which would prevent the Client from trading, and that the Client is and shall remain in compliance with all laws, rules and regulations applicable to your business.

The Client agrees that he/she is familiar with and will abide by any rules or procedures adopted by the company in connection with the Services. The Client shall not (and shall not permit any third party) to copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate or convert any software provided to the client in connection with use of the Company's services or distribute the software of the Services to any third party.

## **7. Termination of Access**

The Company may, in its sole discretion, terminate or restrict the Client's access to the Services at any time. Upon termination, any software granted to the Client herein shall be automatically terminated and the Client shall return to the Company promptly any software, manuals provided to the Client by the Company in connection with the access to its trading systems.

## **8. Indemnity**

The Client agrees to indemnify and hold harmless the Company from and against all claims, demands, proceedings, suits and actions and all losses (direct or indirect), liabilities, costs and expenses (including attorney's fees and disbursements) incurred or suffered by the Company and arising from or relating to the use of the Services by the Client.

## ORDER EXECUTION AND ORDER HANDLING POLICY

The Company takes all sufficient steps to obtain the best possible result when executing your orders, taking into account a range of factors. This is referred to as providing you with "best execution". This Policy sets out our approach for carrying out Orders from origination to execution, the execution venues we use and an explanation of how the different factors influence our execution approach, so that we can obtain the best possible result when executing your Orders.

### Scope

The Policy forms an integral part of these Regulations and shall govern the Client's relationship with the Company, including any orders you place with us in respect of the cryptocurrencies (or simply "products") we offer. Therefore, by agreeing with these Regulations, which is a contractually binding agreement between the Client and the Company, the Client is also agreeing to the provisions of this Policy. If there is any inconsistency between this Policy and any other section of these Regulations shall prevail.

### General

When dealing with clients, the Company has a general duty to act honestly, fairly, professionally and in the best interest of the Client. In relation to order execution, the Company is required to take all sufficient steps to obtain the best possible result when executing client orders or when placing orders with, or transmitting orders to, other entities to execute.

### Best Execution Factors

The Company shall take all sufficient steps to obtain the best possible results for its Clients taking into account the following factors when executing Clients' Orders:

**(a) Price:** The Company's prices can be found on the Company's website or trading platforms. The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company reviews its third party external reference sources from time to time to ensure that the data obtained continues to remain competitive. The Company will not quote any price outside the market hours.

If an order is placed outside the market hours, it will be executed at the market opening. **If the price reaches an order limit such as:** Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, these orders are instantly executed. However, under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price. In this case, the Company has the right to execute the order at the first available price. This may occur, for example, at times of rapid price fluctuations, if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or this may occur at the opening of trading sessions. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given instrument, if applicable, is specified in the trading platform when an order is placed.

J2TX Ltd does not guarantee any order. Placing stops, regardless of the entry or closing designation, does not guarantee that the trade will be filled at the order price. All entry Stops and Stops will be filled, upon activation, at the first/best available market price that may or may not match the requested order price.

**(b) Costs:** For opening certain positions Client may be required to pay commission or financing fees, the amount of which is disclosed on the Company's website. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts. The commissions for the list of cryptocurrencies can be found on the Company's website and trading platform.

**(c) Speed of Execution:** Due to the levels of volatility affecting both price and volume, the Company seeks to provide client orders with the fastest execution reasonably possible.

**(d) Size of order:** The actual minimum size of an order may be different for each type of Client Account. A lot is a unit measuring the transaction amount and it is different for each type of instrument. Please refer to the Company's website and platforms for the value of minimum size of an order instrument type. The Company reserves the right to decline an order as explained in the agreement entered with the Client. Please refer to the Company's trading platform for the value of the maximum volume of the single transaction.

The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. Nevertheless, whenever there is a specific instruction from the Client, the Company shall make sure that the Client's order shall be executed following the specific instruction.

Clients must bear in mind that the duty of best execution not only relates to price but also involves the consideration of various factors including cost, speed and likelihood of execution and settlement. Even if a trade appears not to have been executed at the best possible price, it does not necessarily constitute a violation of the duty of best execution.

### **Company's Approach to Execution**

The Company identifies and seeks to obtain the most favorable terms reasonably available when executing an order on behalf of a client.

To do this, the Company relies on three basic components:

- state-of-the-art technology for routing, monitoring and executing orders;
- careful consideration of the elements of order execution;
- regular and rigorous examination of the overall execution quality.

When executing a buy or sell order, the Company always considers:

- the nature of the client order;
- the characteristics of the cryptocurrencies that are subject to that order

### **Slippage**

Slippage may occur when trading in various cryptocurrencies. This is the situation when at the time that an Order is presented for execution, the specific price showed to the Client may not be available; therefore the Order will be executed close to or a number of pips away from the Client's requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is actually executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage.

Slippage is a normal element when trading in cryptocurrencies. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order at a specific price impossible to execute. In other words, your Orders may not be executed at the declared prices. It is noted that Slippage can occur also during Stop Loss, Take Profit and other types of Orders. The Company does not guarantee the execution of Pending Orders at the price specified. However, the Order will be executed at the next best available market price from the price specified under the Client's pending Order.

### **The Role of Technology**

Typically, the Company uses automated systems to route and execute client orders. Unless otherwise specified in the products description, when Clients' orders are received by the Company, it is automatically executed.

On certain instruments, as published on the Company's website, any open positions held by the Client after the relevant hour as set forth (the "Overnight Hour") which is considered the beginning and end of the trading day are considered to be held overnight, and are subject to overnight fee/credit as explained below. The Client acknowledges that when holding such position open after the Overnight Hour, an overnight fee/credit will be either added or subtracted from the Client's account with respect to such position. The overnight fee/credit amount is a constant fee/percentage of the position value/dollar amount per units and is based on a number of factors including among others, whether the transaction is a buy or a sell, interest rates, the currency in which it is denominated, instrument differentials, daily price fluctuations and other economic and market related factors. The overnight fee/credit for each instrument is displayed on the Company's website [www.j2tx.com](http://www.j2tx.com) for each specific Instrument on the trading platform. In deciding whether to open a position for a specific Instrument, the Client acknowledges that they are aware of the overnight fee/credit and authorizes the Company to add or subtract such an overnight fee/credit to or from your account.

### **Client's Specific Instruction**

The Company will always execute client orders in accordance with the instructions given by that client or on its behalf. Consequently, if a client requires an order to be executed in a particular manner and not in accordance with the Company's best execution principles set forth herein, the client must clearly state his/her desired method of execution when he/she places the order. To the extent that a client instruction is not comprehensive, the Company will determine any non-specified components of the execution in accordance with these best execution principles. Trading rules for specific markets or market conditions may prevent the Company from following certain of the Client's instructions.

### **Risks of dealing in volatile markets**

Clients should be aware of the following risks associated with volatile markets, especially at or near the open or close of the standard trading session:

- Execution at a substantially different price from the quoted bid or offer or the last reported price at the time of order entry, as well as partial executions or execution of large orders in several transactions at different prices.
- Delays in executing orders for cryptocurrencies that the Company must send to external market makers and manually routed or manually executed orders.
- Opening prices that may differ substantially from the previous day's close.
- Locked (the bid equals the offer) and crossed (the bid is higher than the offer) markets, which may prevent the execution of client orders..
- Price volatility is one factor that can affect order execution. When there is a high volume of orders in the market, order imbalances and back logs can occur. This implies that more time is needed to execute the pending orders. Such delays are usually caused by the occurrence of different factors:
  - (i) the number and size of orders to be processed,
  - (ii) the speed at which current quotations (or last-sale information) are provided to the Company and other brokerage firms; and
  - (iii) the system capacity constraints applicable to the given exchange, as well as to the Company and other firms.

### **Execution of Client Orders**

Typically, the Company uses automated systems to route and execute client orders. Upon acceptance of a Client order and when there is no specific Client instruction regarding the execution method, the Company will endeavor to execute that order in accordance with this Policy. Whenever there is a specific instruction from or on behalf of a Client for the execution of an order, the Company shall arrange – to the extent possible – for the execution of the Client order strictly in accordance with the specific instruction.

It is noted that the specific instruction may prevent the Company from taking the steps described in the Policy to obtain the best possible result for the Client. The Company will satisfy the following conditions when carrying out Client Orders:

- (a) ensure that orders executed on behalf of Clients are promptly and accurately recorded and allocated;

- (b) carry out otherwise comparable Client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable;
- (c) inform its retail Clients about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

The Company may utilize another executing broker, to execute your orders/or and transactions. The Company reserves the right to decline any order or transaction, at any time, given appropriate and justifiable circumstances. Such circumstances shall include:

- Non-compliance of the client with applicable legislation;
- Non-compliance of the client with these Regulations;
- Insufficient margin to meet necessary margin requirements;
- Reasonably justified suspicion that an order may result in market abuse and/or anti money laundering rules/legislation/framework being violated;
- Rejection by the liquidity providers, execution venues which the Company uses. Such reasons may include any of the above mentioned or any other reason which may not be disclosed to us.

Clients shall be responsible for monitoring all their orders until the Company confirms execution or cancellation of the order. Any order or instruction Clients give to the Company will not take effect unless actually received and acknowledged by the Company. The Company shall be entitled to act upon any order or instruction which it reasonably believes is given by the client or on the client's behalf without further enquiry as to the genuineness, authority or the identity of any such person giving or purporting to give such order or instruction. The execution of an order by the Company shall constitute a binding agreement between the client and the Company on the terms of such executed order. The Company may in accordance with its Order Execution Policy, aggregate the Client's orders with orders of any other clients. Furthermore, the Company may split your orders when executing them in order to achieve better results for the Client.

### **Execution Venues**

Based on its assessment of the Execution Factors and the Execution Criteria, the Company will select one or more execution venue(s) for the execution of the client's order. Execution Venues used might include:

- Multilateral Trading Facilities;
- Other Trading Facilities;
- Third party brokers, dealers and market makers;

### **Aggregation and allocation of Orders**

The Company may carry out a client order in aggregation with another client order(s) under the following conditions:

- a) it must be unlikely that the aggregation of orders and transactions will work overall to the disadvantage of any client whose order is to be aggregated;
- b) the orders to be aggregated are of the same type (e.g. sales, purchase, exchange, etc)

In case of partial execution of client orders, priority is given to the time of reception of the orders by the Company. The results of partial execution are distributed under the rule that orders submitted earlier are fully executed or executed to the maximum possible extent and orders submitted later are executed partially or not executed at all. In case of partial execution of client orders, the transaction will be allocated proportionally (pro rata) to all clients at the average execution price.