

TERMS & CONDITIONS

Lionsman Capital Markets (Cyprus) Ltd (hereinafter referred to as the “Company”) is an Investment Firm incorporated and registered under the laws of the Republic of Cyprus, with registration number HE 279944. The Company is authorized and regulated in Cyprus by the Cyprus Securities and Exchange Commission (hereinafter referred to as “CySec”) and subject to CySec rules, with CIF license number 175/12. The Company is authorized to provide the investment services specified in these Terms & Conditions (hereinafter referred to as the “Agreement”).

The domain name <http://www.lionsmancm.com/> (hereinafter referred to as the “Website” or “lionsmancm.com”) is owned by the Company. This Agreement is relevant for the Client who may have access through the domain or sub-domain of the Company at the Company’s Website.

You must read and accept all terms and conditions of those contained in this Agreement without modifications, which include terms and conditions expressly set forth below and by reference to those incorporated, before you may become a customer of the Company. By continuing to access or use the Website, you agree to follow the terms and conditions of this Agreement as they may apply to you. By clicking ‘ACCEPT’ or ‘I AGREE’ or ‘CONTINUE’ as the case may be, and therefore registering and/or using the Company’s Services you confirm and acknowledge that you have read these terms of use, that you understand its content and that you agree to be bound by all of its terms and conditions.

This Agreement is effective upon acceptance and registration for Newly Registering Customers. If you do not agree to be bound by the terms and conditions of this Agreement, you are advised not to use or access our Services and inform us in writing immediately.

1. General

- i) This Agreement is entered into by Lionsman Capital Markets (Cyprus) Limited, which is duly registered under the laws of Cyprus, with registration number HE279944 having its registered address at 18, Evagora Papachristoforou, Petoussis Bros Building, 4th Floor, 3030, Limassol, Cyprus (hereinafter referred to as “the Company”) and the Customer (hereinafter referred to as “You” or “Customer”), to whom the Services shall be offered;
- ii) The Company provides Services in the form of an online system expediting the execution and transaction of Financial Contracts (as defined hereunder) through the use of a platform and under the domain of www.Lionsmancm.com . The Company is engaged in the operation of an online system facilitating the execution of certain transactions of Financial Contracts (as defined hereunder) by using a platform. This Agreement applies to both the Company’s Website as well as to the electronic content and/or software currently contained on the Website that supplies you with real time information about the prices of the Financial

Contracts (as defined hereunder), as well as with any other System (as defined hereunder) for the execution of Financial Contracts (hereinafter referred to as the “Service(s)”), and any other features, content or Services that the Company may add in the future;

- iii) The relationship between the client and the Company shall be governed by this Agreement. As this Agreement is a distance contract, it is amongst others, governed by the Distance Marketing of Consumer Financial Services Law N.24(I)/2004, implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case where You, the Customer, wish to have a signed Agreement, then the Customer should print and send 2 (two) copies to the Company, where the Company will sign and stamp the Agreements and send a copy back to the Customer.
- iv) The Agreement describes the terms and conditions with which the Company offers access to its Website to You, the customer, and the use of its Services (the "Agreement").
- v) This Agreement describes the terms, conditions and risks applicable to your use of our Services available from the Company’s Website. If You have any questions regarding this Agreement please contact Customer Support.

2. Definitions

2.1 Capitalized terms shall have the following meaning unless otherwise stated in the Agreement:

Access Codes shall mean any credentials provided by the Company for accessing the Company’s trading platform or credentials used by the Customer to access the Company’s Customer Account;

Agreement shall mean this Agreement between the Customer and the Company, which also includes the following documents located on the Website: (a) Conflicts of Interest Policy, (b) Client Categorization Policy, (c) Privacy Policy, (d) Investor Compensation Fund, which only applies to Retail clients, (e) Risk Disclosure Statement, (f) the Order Execution Policy and the (g) Complaints Handling Policy, and any other provisions that the Company may publish on our Website from time to time.

Business Day(s) or Trading Day(s) shall mean any time from Sunday 07:00 am GMT ending at Friday 21:00 GMT;

Collateral	shall mean the initial sum deposited by you with the Company after the deduction of losses, deduction of funds withdrawn by yourself, plus profits derived from the Transactions;
Contract Price	shall mean an indicative rate as this shall be offered by the System by various information systems, which form the rates offered by the System as the current updated rates for contracts of the applicable nature of the financial market;
Customer	shall mean any natural or legal person to whom the Company provides investments and/or ancillary services;
Customer Account	shall mean any and all accounts opened by the Company for the Customer under the Agreement for the purpose of trading;
CySec	shall mean the Cyprus Securities and Exchange Commission, with its offices at: Stasikratous 32, 4 th Floor, 1065, Nicosia, Cyprus;
Financial Contract	shall mean any contracts for difference between prices of spot Forex, equity indexes, precious metals, stocks or any other commodities available for trading in different points of time or any other financial offering that the Company may offer by its System occasionally;
Markets	shall mean the international financial, commodities and other applicable markets, where contract rates are being fixed upon free trade, and any other related markets where various financial assets are traded;
Platform	shall mean Platform: any information, software and hardware used by the Company for the purpose of providing Services to the Client in accordance with this agreement;
Regulations	shall mean the Investments Services and Activities and Regulated Markets Law of 2007(Law 144(I)/2007) as subsequently amended as well as any Directives and Consultation Papers issued by CySec;
System	shall mean an electronic system designated to facilitate trading in Financial Contracts via the internet using the Belfx Platform as defined above and which is subject to all terms of this Agreement;
Transaction	shall mean purchase/sale of a Financial Instrument for a fixed price.

3. Online Services Agreement

3.1 This Agreement is made by and between the Company through its Website, Lionsmancm.com, and You.

3.2 The Company is authorized to provide the following:

a. Execution of Orders on behalf of the Client in relation to Transactions having as an object one or more Financial Instruments;

b. Reception and Transmission of Orders in relation to Transactions having as an object one or more Financial Instruments; and

c. Any other features, content or Services the Company may add in the future (the "Services").

4. Membership Eligibility

4.1) The Services are available only to and may be used by companies or individuals who are eligible to form legally binding contracts under the laws applicable to their country of residence. Without limiting the foregoing, our Services are not available to persons under the age of 18 or otherwise under legal age ("Minors"). If you are a Minor, You may not use this service. If you do not qualify, do not use our Website.

4.2) For the avoidance of doubt, the Company shall not be responsible for any unauthorized use of our Services by Minors in any manner or way.

4.3) Furthermore, our Services are available only to and may only be used by individuals who have sufficient experience and knowledge in financial matters to be evaluating the ability of merits and risks of acquiring financial instruments via this Website and have done so without relying on any information contained in this Website. You shall bear sole responsibility for any decision made and / or made by you relying on the content of the Website. In cases where You or You as the potential client elects not to provide the information regarding Your knowledge and experience, the Company shall not be in a position to determine whether the service or product envisaged is appropriate for you.

4.4) Without derogating from the provision above, the Company shall categorize the Client as Retail Client in relation to Investment and ancillary services offered to him, as per the Client Categorization Policy. This categorization provides the highest level of protection compared to a Professional Client.

- 4.5) Without limiting the foregoing, our Services are not available where they are illegal to use, and reserves the right to the Company refuse and / or cancel Services to anyone at its own discretion.
 - 4.6) In order for the Customer to be able to start using the System to execute Transactions, You shall be required to transfer moneys to an account designated by the Company, to be used as Collateral for the Transactions described herein.
 - 4.7) When holding Customer's funds the Company shall take every possible measure to safeguard the funds against the use of Customer funds for its own account. These Customer's funds shall be kept in any Client's Bank Account which the Company may specify from time to time. The Company will maintain separate records in the accounting system of its own funds/assets and the funds/assets kept on behalf of the Customers so as at any time and without delay to distinguish funds held for one Customer from funds held by any other Customer, and from its own funds/assets.
 - 4.8) Any profits accruing from your Transactions shall become supplementary collateral and shall be added to your account. All losses incurred by the Customer through the Customer's transactions shall be deducted from the Customer's account. No interest in the Customer's credit balance shall be received.
5. Registration Information and Requirements
 - 5.1) When you register for the Services, the Company through its Website will ask you to provide identification information.
 - 5.2) The Customer will be provided with Access Codes and You are held responsible for securing your Access Codes for your account with the Website. You are held solely responsible for any act or omission or any damage caused that you may bear, due to any act or omission by you or any irregular or inappropriate use of your account.
 - 5.3) You agree to provide true, accurate, current and complete information about yourself DURING the registration process and after, and you AGREE not to impersonate any person or entity, misrepresent affiliation with any another person, entity or association, use false headers or otherwise conceal your identity from Lionsmancm.com for any Purpose. If you are registering as a business entity, you hereby declare that You have the authority to bind to this Agreement that entity.
 - 5.4) The Company treats with care the information you entrust to it, in accordance with the disclosure policy it provides during the registration process and the Privacy Policy.
 6. Legal Restrictions

- 6.1) Without limiting the foregoing, You understand that laws regarding Financial Instruments vary throughout the World and it is your obligation alone to ensure that You comply fully with any law, regulation or directive, subject to your country of residency with attention to the use of the site. For avoidance of doubt, the ability to access our Website does not necessarily mean that our Services, and / or your activities through it, are legal under the Laws, Regulations or directives relating to your country of residency.
- 6.2) You hereby declare that the money invested in your account with Lionsman do not originate from drug trafficking, abduction, or any other criminal or illegal activity.

7. Limited License

- 7.1) Lionsmancm.com grants you a non-exclusive, non-transferable and limited personal license to access and use the Website (the "License"). The License is conditioned on your compliance with the terms continued and conditions of this Agreement.
- 7.2) Every Customer will be provided a unique and confidential identification code, the Access Codes, to be used by the Customer to access and operate their designated account via the internet. It is the personal responsibility of the client to ensure that this Access Code is safeguarded and under these terms and conditions the Customer hereby agrees that they will not hold the Company liable for any unauthorized use of the account. All purchasing of Financial Instruments through the System must be in accordance with the latest version of terms and conditions available on the website. The Company reserves its right to change, cancel or amend any part of the terms and conditions. These will come into effect from the date of the amendment and the time that they are inserted into the Website. Confirmation of acquisition of a Financial Instrument occurs when the Financial Contract has been customized and the premium has been calculated and payment has been verified and processed.
- 7.3) You AGREE not to resell or permit access of the Website to others, through your license and not to copy any materials appearing on the site for resale or for any other purpose to others without prior written consent of the Company.
- 7.4) For the avoidance of doubt, you shall be responsible and bound for any unauthorized use of the Website, made in breach of this section.
- 7.5) You agree to use the information received from the information systems for the sole use of Lionsmancm.com for the execution of Transactions inside and within the Site.
- 7.6) Further you AGREE not to use electronic communication any feature of a Service on the Website for any purpose that is unlawful, tortuous, abusive, intrusive on another individual's privacy, harassing, libelous, defamatory, embarrassing, obscene, hateful or threatening.

- 7.7) The Company has the right to terminate this Agreement, if the Company believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for EACH service or that Lionsmancm.com may establish or believe that You have abused in any way (including but not limited to engaging in a transaction out of market rates) Lionsmancm.com's trading platform.
- 7.8) Upon such a violation, you agree to cease accessing Services. You AGREE that Lionsmancm.com, at its sole discretion and with or without notice, may terminate your access to any or all Services, close your open Transactions and remove and discard any information or content within a Service.
- 7.9) The Company has the right to terminate this Agreement at any time and without notice in case it is suspected by the Company that You conceal your IP through a VPN and /or any other unlawful / illegal measure as You will be considered to be in breach of the terms and conditions of this Agreement. The Company reserves its right to close Your account at any time in such a case and without any notice.

8. Risk Disclosure

You agree to use the Website at your own risk.

Without limiting the foregoing, the Services are contained within this Website suitable only for Customers who are able to bear the loss of all the money they invest, and understand the risks and who have experience in taking risks involved in Financial Markets.

The possibility that exists is that You could sustain a loss of all or some of your initial investment and therefore You should not invest money that You cannot afford to lose. You should be aware of the risks associated with all digital options trading, and seek advice from independent financial advisor if You have any doubts or questions.

9. Financial Information

The Company may make available to you - through one or more of its Services a broad range of financial information that is internally generated or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information").

Financial Information provided on this Site is not intended as investment advice. Lionsmancm.com does not endorse or approve the Financial Information, and we make it available to you only as a service for your own convenience.

Lionsmancm.com and its Third Party Providers do not guarantee the accuracy, timeliness, or proper sequencing completeness of the Financial Information, or warrant any results from your use or reliance on the Financial Information.

Financial Information may quickly become unreliable for various reasons including, for example, in market exchange requirements or economic circumstances. Neither Lionsmancm.com nor the Third Party Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.

It is your duty to verify the Reliability of the information on the Site and its suitability to your needs. We exclude liability for any claim, loss or damage of any kind allegedly caused by presented information on the Site or referred to by the Site.

10. Links

Lionsmancm.com may provide a link to other sites controlled or that are offered by third parties. Such link to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers.

Lionsmancm.com requires You to ensure that You understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via the Internet.

Links to Websites are provided solely for your convenience, and you AGREE that under no circumstances you shall hold the Company linkable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

11. Trading Cancellation

Reserves the right in the Company to its sole discretion to refuse, cancel the Services, and / or refuse to distribute profits to anyone for any legitimate reason including, but not limited to:

- any instance when Lionsmancm.com has reason to believe that a person's activities on the Website may be illegal;
- any instance where Lionsmancm.com may suffer any tax, regulatory, or pecuniary disadvantage by Virtue of anyone's business;
- any instance where one or more transactions on the Website are judged by Lionsmancm.com to have been performed in violation of this Agreement.

12. Withdrawal Procedure

- 12.1 All withdrawal orders must provide the proper set of documentation or any other type of Client authentication as may be required from time to time by Anti Money Laundering (AML) regulations, Credit Card companies and Lionsmancm.com is a prerequisite, prior to the execution of a withdrawal order.
- 12.2 Withdrawal of credit card deposits will depend on the credit card companies' policies and regulations. All credit card withdrawals must be returned to the same credit card when the withdrawal is performed. Withdrawals back to a bank account may take up to 10 Business Days, due to additional security procedures and documentation from the Client.
- 12.3 When withdrawing money back to a bank account through a wire transfer will require more documents than just Anti Money Laundering (AML) regulations.
- 12.4 Any withdrawal of funds, from your Lionsmancm.com account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
- 12.5 All withdrawals from Lionsmancm.com take up to 3 business days from the time of clearance. Lionsmancm.com requests that you provide clearance documentation in accordance of the Anti-Money Laundering regulations, within 24 hours of creating your account.
- 12.6 The Customer's withdrawals will be made depending on the Customer's choice of currency, i.e. either in EUROS or USD. Where applicable, depending on your choice of currency, the Company may reserve the fees charged by the Client's Bank Account providers.

13. Bonus Policy

13.1 The Company offers Bonus to its registered customers. The bonus is a limited time offer and is for a one time use only and the terms and conditions associated with any benefit rewards are subject to change. Please refer to the Bonus Terms and Conditions in our Website.

13.2 In order to withdraw your full benefit, you will be required to execute a minimum trading volume of 20 times the investment and bonus value. The benefit can only be withdrawn preceding when the stipulation has-been and is fully fulfilled.

13.3 The trades are made in priority. Priority is given to the initial amount deposit and in case of loss from the bonus amount these shall be deducted from the initial amount deposit.

14. Limited Liability

14.1 The Company will not be liable for any loss, liability or cost suffered or incurred by the Customer as a result of providing Services as described in this Agreement unless the loss, liability or cost is caused by the Company's gross negligence, willful default or fraud committed while acting on the Client's instructions.

14.2 The Company will not be liable for any loss, liability or cost which the Client may suffer or incur as a result of the negligence, willful default or fraud of any third party (e.g. bank, electronic payment provider etc.), which we have taken reasonable care in appointing.

14.3 Neither the Company nor any third party who acts on the Company's behalf in providing a service to the Client, whether affiliated to the Company or not, nor the Company or its directors, officers, servants, agents or representatives, will be liable to the Client (except in the case of fraud as per paragraph 14.1 above) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur due to loss of use, loss of data or loss of profits, emanating from or related in any way to carrying out Transactions or to use of Services, or for delay in use of Services or incapability of carrying out Transactions or using Services or for unprovided Services or any information, software, product, Service and additional graphics obtained by the Services or emanating from any other manner of using of Services either by relying on agreement or by tort, either by absolute liability and/or any other cause; however the loss, liability or cost is caused and regardless of whether it was foreseeable or not.

14.4 We are not responsible for any problems or technical malfunction of telephone network or lines any, computer online systems, servers or providers, hardware, software, failure due to technical or traffic congestion problems on the Internet or on any of the site or services.

15. Anti – Money Laundering Provisions:

15.1 No person shall abuse this site for the purpose of money laundering.

15.2 The Company is obliged to follow certain requirements as set out by the European Union, relevant laws and the Regulations by CySec for the prevention and suppression of money laundering activities. It is thus required by Investment Firms to obtain certain verification documents from the Company's Customers. The Company keeps with the following policies and procedures designed to detect any risk of failure by the Company in order to comply with its obligations under the regulatory authority.

15.3 The Company may also request from the Client to inform the Company on how the money being invested have been obtained/accumulated. This process may require proof of certain documentation.

15.4 The Company may use the Client Information in order to to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend the Company's legal rights; and to comply with Applicable Regulations and the requests of regulatory and enforcement authorities in any jurisdiction.

15.5 Reserves the right to Lionsmancm.com to refuse to do any business with and to reverse the transactions of Customers in accordance to the AML Requirements and policies.

- All requested information must be provided upon registration for all traders. The Company may keep all the relevant information that it has acquired for the Customer account opening procedure.
- Winnings will be paid only to the individual who INITIALLY registered to open a live account.
- When a customer maintains an account by means of telegraphic deposits, only winnings will be distributed to the holder of the originating bank account. When making deposits in this manner, it is the responsibility of the live trader to ensure that the trader's account number and registered name of the account owner transfers shall be made to the Company.
- When a customer funds by means of an account credit / debit card deposits, winnings will be distributed only to the individual whose name appears on the card used for the deposit to be made and will only be refunded back to the same card.
- The Company may, from time to time, at its sole discretion, require a customer to provide additional proof of identity depending, but not restricted on the Customer's classification or other means of identity verification required as it deems under the circumstances and may at its sole discretion suspend the account until such proof has-been provided to its satisfaction

16. Intellectual Property

- 16.1) All content, trademarks, service marks, trade names, logos and icons are the property of the Company or its affiliates or agents and are protected by Copyright Laws and International Treaties and provisions.
- 16.2) You agree not to delete copyright notices or any other indications of protected intellectual property rights from materials that You print or download from the Website. You will not obtain any intellectual property rights in, or any right or license to use the site or materials such, as set out other than in this Agreement.
- 16.3) Images displayed on the Website are the property of the Company and You agree not to upload, post, distribute or reproduce any information, software or material protected by copyright other or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company and its affiliates or agents.
- 16.4) You acknowledge that all intellectual property rights in this site (including but not limited to all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether

registered or unregistered) and all applications for the same anywhere in the world belong to the Company and its affiliates and you shall have no rights in or to the site other than the right to use it in accordance with the terms of this license.

17. Indemnification

- i) You acknowledge that you are solely responsible and personally liable for any and all actions and orders to be executed in your account, including the settlement of any Transaction, whether performed by you in person, or through a written confirmation indicating your consent to a member of your family, any other third party who have gained access to your account, or the Company's employees carrying out your orders, You further agree that neither the Company nor its employees or anyone on its behalf shall be liable in any way whatsoever to the outcomes or consequences of such actions and/or orders. You are responsible for ensuring that you and you alone shall control access to your account, and that no minors are granted access to trading on the System. In any case, you remain fully liable for any and all positions traded on your account, and for any credit card transactions entered into the site for your account. You shall also indemnify the Company in respect to all costs and losses of any kind, whatsoever as may be incurred by the Company as a result, direct or indirect, of your failure to perform or settle such a transaction.
- ii) You Agree to indemnify and hold harmless Lionsmancm.com and its officers, directors, Employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, loss, and expenses, including without limitation reasonable attorney's fees and costs: For any Transactions in any way connected with (i) your access to or use of the Website or Services, (ii) your violation of the any of the terms of this Agreement, or (iii) Any breach of the applicable Laws or Regulations that apply to You.

18. Term and Termination

18.1 The term of this Agreement shall be unlimited; however either party (the Company or the Client) may terminate this Agreement by giving written notice to the other party. During the termination notice, the Customer shall not be able to carry out new transactions. The Company reserves its right to cancel any Transactions, provided a written notice has been sent to the Customer, which has been executed at a price which was not reflective of the real tie price. This may be as a result of the System's error or human error regardless of whether it was under the control of the Company or not.

18.2 The trading facilities provided by the System, may be halted or suspended at any time without a prior notice due to circumstances beyond the Company's control. In such an event, the Company or an authorized party on its behalf may close any open positions you may have (by performing a reverse Transaction) without prior written notice being sent to you, at fair market

value reflecting, as closely as possible, the applicable prices of the relevant Contracts. You hereby agree to waive any claims against the Company in these situations.

19. Miscellaneous

19.1 These terms and conditions of use are governed by and will be construed in accordance with the laws of the Republic of Cyprus (“Cyprus”). By clicking “I accept”, you agree to submit to the jurisdiction of the courts of Cyprus in respect of any matters or disputes relating to our website. This website can be accessed worldwide.

19.2 Lionsman Capital Markets (Cyprus) Ltd is located in the Republic of Cyprus and regulated by the Cyprus Securities and Exchange Commission. By clicking "I accept" below and entering our website, you confirm that you agree to be bound by the following terms and conditions of use of our website.

19.3 The Company shall not be liable to the Customer for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond our control (Force Majeure). Force Majeure shall include the following but is not limited to any cause beyond the Company’s control:

19.3.1. acts of God, war, fire, flood, explosions, strikes or other industrial disputes. Any breakdown, or interruption of power supply, or failure of transmission or communication or computed facilities or other strikes or similar industrial action or hacker attacks or other illegal actions on the Company’s trading server;

19.3.2 the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates to, or the imposition of limits or special or unusual terms on trading in any such market or on any such event.

19.4 The Company reserves its right to amend the terms and conditions of this Agreement from time to time by posting the amended terms on the Website. You are responsible for checking whether the amended Agreement has been made. Any amendment shall come into force of the day as it was published on the Website. If you do not agree to be bound by the terms and conditions of this Agreement, you are advised not to use or access our Services, and inform us in writing immediately.

Lionsmancm.comTM is the property and a trading name of Lionsman Capital Markets (Cyprus) authorized and regulated by the Cyprus Securities and Exchange Commission (CySec) with license number 175/12.