

GENERAL USE POLICY

PREAMBLE.

1.1. This Policy sets forth the terms and conditions of the Company's services provision. The Company offers the following services to the customer: performing operations in financial markets and performing transactions with financial tools either presenting or not presenting on the organized market. This Agreement also sets forth the order of payments between the Parties, in connection with the aforementioned services provision. By accepting this Agreement, the Customer guarantees the following:

1.2. If the Customer chooses to operate in a private person account, he/she must fulfill the requirements of full civil capacity. If the Customer operates as a legal entity, it shall comply with the rules regarding business representation, assuming rights and obligations in regards to transactions in the Customer's trading account.

1.3. All transactions in the Customer's trading account are performed in compliance with this Policy.

1.4. In case of any change or modification of personal data or expiration of personal identification documents, the Customer is obliged to inform the Company of such changes within a period of up to 5 business days.

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1.4.1 The notification must be sent by email containing the Customer's first and last name, account(s) number(s), telephone number and identity or passport of the Customer, plus recent proof of residential address.

1.4.2 The notification must be signed, scanned and sent to support@fxportugal.com from the email that the Customer submitted during his/her account registration.

1.4.3 The Company has the right to request other verification documents in order to verify the Customer and comply with applicable Know-Your-Customer regulations. Any delay or failure to comply with this clause shall result in the breach of this Agreement by the Customer and may lead to the closing of the Customer's operating account(s).

1.5. The Customer warrants that he/she has full capacity to enter into this Agreement, to perform each of the terms and covenants contained herein and that he/she is not restricted or prohibited, contractually or otherwise, from entering into or performing under this Agreement and that his/her execution of and performance under this Agreement does not violate or break any other agreement between the Company and any other person or entity.

1.6. The parties are aware that the Company shall exercise the right to monitor the Customer's activity and verify the consistency of his/her behaviour in trading activities in the Company's platform.

1.7. The Customer agrees that he/she fully understands and agrees to all terms and conditions of this policy and all normative documents of the company.

1.8. The documents provided by the company, in a language other than English, have the sole purpose of facilitating the understanding of customers about the policies that regulate the Company.

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1.9. Documents in English will take precedence in terms of meaning over others translated.

TOOLS AND SERVICES.

2.1. In the General Use Policy, the term "Tool and Services" refers to any interactive services or software provided by the Company, which allow the Customer to:

a) Connect to the Company or authorized third parties, receive information and/or quotes from the Company or an authorized third party;

b) Perform transactions on financial markets through the Company, by means of Metatrader 5 software, including electronic transmission of data between the Customer's computer (or any similar device) connected to the Internet and the Company's authorized network;

2.2. By accepting this Policy, the Customer confirms that he/she has read the communication rules and agrees that he/she is only able to execute orders through the official trading terminal provided by the Company.

2.3. The Company's Tools and services include Metatrader 5 software package, technical analysis means, among other services capable of adding value to the product offered.

2.4. The Customer agrees that the Company may modify, add or rename Company's tools and services offered in accordance with this Agreement, without prior notification.

2.5. As for trading operations, the Company only provides the execution of orders, not providing any asset management or recommendations.

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2.6. The Company is not liable to:

a) Track the status of the trading operation of any Customer and inform him/her about it;

b) Close any Customer's open position;

c) Attempt to execute any Customer's order at quotes different from those offered in Metatrader 5 trading platform.

2.7. The Company's Tools and Services do not include providing recommendations or information capable of engaging the Customer to perform any transaction.

2.8. The Company reserves the right to decline the Customer and offer him/her to withdraw the deposit, should their activity or relationship with the Company be deemed inappropriate and/or incorrect.

2.9. The Company reserves the right to refuse the Client and offer him to withdraw the deposit within a maximum period of 12 months if his activity or relationship with the Company is considered inappropriate and/or incorrect within a period of up to 12 months from the day of the account closure

EXECUTION, ORDERS AND ORDERS.

3.1. Full official information on current trading conditions can be found at www.fxportugal.com. The Company reserves the right to change trading conditions without prior notice as mentioned here.

3.2. Customer orders and requests

3.2.1. During trading operations, the following execution methods must be applied:

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3.2.2. "Market execution" method — for Futures, Energies and Indices;

3.2.3. "Market Execution" method - for trading instruments on the FOREX market

3.2.4. Any client order placed through the Metatrader 5 trading terminal usually goes through the following steps:

- a) The Customer submits an electronic order;
- b) The Client's terminal sends the order or request to the server;
- c) If there is stable connectivity between the Client's terminal and the server, the order is received by the server and verified;
- d) If the request is valid, it is placed in the queue. In this case, the message "Please wait... The order is being processed by the server" is displayed in the "Order" window of the Client's terminal;
- e) The server returns the results of processing the order to the Client's terminal;c) If there is stable connectivity between the Customer terminal and the server, the terminal receives the order or request processing results.

3.2.5. The Customer may cancel a sent order only while it is in the queue with the "Order accepted" status. In this case, the Customer must press the button "Cancel order". Due to specific features of Metatrader 5 platform, the order cancellation in such case cannot be guaranteed.

3.2.6. If the order has reached the dealer and has the "Order in process" status, this order cannot be cancelled.

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3.2.7. The order processing time depends on the connection between the Customer's terminal and the Company's server, as well as current market conditions. During regular market hours, order processing time is usually 1 to 5 seconds. Under abnormal market conditions, processing time can be longer.

3.2.8. If the current quotation of the financial instrument changes at the moment when the Company is processing the Customer's request, the Company reserves the right to use the new price (Bid/Ask). In such case, the Customer's request will be processed at the new price.

3.2.9. A Customer's order is declined in the following cases:

- a) During market opening, when the order is sent before the first quote is received by the trading platform;
- b) Under abnormal market conditions;
- c) If the Customer does not have sufficient margin. In this case, the message "No quote" or "Not enough money" is displayed by the trading platform;
- d) If the Customer uses an electronic advisor that performs more than 30 orders per minute, the Company reserves the right to ban such CEs (EAs).
- e) For instruments with fixed spread or fixed commission for order opening with no spread, the Company reserves the right to switch to "Only close" mode and decline new requests for order openings with the comment "Trading disabled" if the spread on the underlying contract exceeds the fixed spread size or commission amount.

Subparagraph "e" also applies when the maximum order volume limit or the maximum number of open and pending orders for the account type is exceeded.

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3.2.10. The trading terminal is the general means of sending orders and requests. Orders and requests can also be sent by phone to our accredited IB's.

3.2.11. In exceptional cases, the use of the same IP address by different Customers may serve as a basis to consider all orders, on all accounts, performed from this IP address, as orders placed by the same Customer.

3.2.12. Orders opened or closed by off-market quotes can be cancelled:

a) If the order was opened by an off-market quote.

b) If the order was closed by an off-market quote.

3.2.13. The Company reserves the right to cancel Customer's orders if he/she does not comply with this Agreement.

3.3. business operations

3.3.1. A buy order is closed by Bid price. A sell order is closed by Ask price.

3.3.2. In case of Position Rollover, the addition or deduction of Swap to open orders will be performed from 23:59:00 to 00:10:00, in the trading platform time.

Therefore, the swap will be added or deducted to all orders which are open in the period from 23:59:00 to 00:00:00, trading platform time.

3.3.3. In case of trading energy and index contracts with a limited trading period (validity/expiration date), all orders executed on a contract will be closed at the last quote.

3.3.4. Under normal market conditions, the Company maintains the spread within the range stated in the contract specifications.

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3.3.5. The spread can be increased:

- For all Company Customers, without prior notification, if conditions are different from normal conditions;
- For all Customers, with mandatory prior update on contract specification changes on the Company's website;
- For all Customers, without prior notification, in case of circumstances of force majeure or fortuitous events;
- For any request that exceeds normal market volume for the tool stated in the contract specification.

3.3.6. The spread on trading accounts can be widened before, during and after the announcement of economic, political and other news, during the Interval (Gap), at the time of market opening (on Monday), in times of low market liquidity and when the market situation is conditional to high spreads.

3.3.7 For instruments with fixed spread or fixed commission, the Company reserves the right to increase spread if the spread on the underlying contract exceeds the size of the fixed spread.

3.4. Open an order.

3.4.1. The mandatory parameters for submitting an order are:

- Instrument name;
- Trading volume;
- Order type

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3.4.2. To open an order through the Customer's terminal, without using an expert advisor, the Customer must press the "Buy" or "Sell" button when the Company's quotes are satisfying.

3.4.3. To open an order through the Customer terminal using an expert advisor, the order must be generated to execute the trade at the current quote.

3.4.4. Order Processing for Open Orders

a) As soon as the Customer's order to open the position reaches the server, an automatic check for free margin for the opened order is performed on the trading account. If the required margin is present, the order is opened. If the margin is not sufficient, the order is not opened and a lack of funds notification is created on the server.

b) In case of the "Market Execution" trading tool type, the quote to open an order may differ from the requested one.

c) The notification about the open order that appears in the server log states that the Customer's request has been processed and the order has been opened. Every opened order on the trading platform receives a timer.

d) An order to open a position submitted for processing before the appearance of the first quote on the trading platform at market opening will be declined. In this case, a message will appear in the Customer terminal window stating "No quotes/no trades forbidden". If the Company erroneously processes a Customer's order to open an order at the closing price of the previous day, the Company is responsible for closing that order. In this case, the Company contacts the Customer to inform about it.

3.5. close an order

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3.5.1. To close an order through the Customer's terminal, without using an expert advisor, the Customer must press the "Close" button when the Company's quotes are satisfying.

3.5.2. To close an order through the Customer terminal using an expert advisor, the order must be generated to close the trade at the current price.

3.5.3. "Stop Loss" and/or "Take Profit" orders can be used to close an order.

3.5.4. Processing orders to close a position

a) If there are two or more positions locked in the list of open orders in a trading account, a "Close by" option appears in the drop-down "Type" list when generating an order or request to close any of these. After choosing it, one or more open positions will appear on the reverse direction. After marking the required position in the list, a "Close#...by#..." button will appear. By pressing the button,

the Customer closes locked positions of equal volumes or partially closes two locked positions of different volumes. In this case, the smaller position and a symmetric part of the larger position close and a new position stays open towards the larger of the two, thus receiving a new timer.

b) If, in the list of open orders of a trading account, there are two or more locked positions, when generating an order or order to close any of these, a "Close multiples by" option will appear in the "Type" drop-down list. After the choice, a list with all positions for the instrument will appear and a button "Close multiples by for..." is activated. By pressing this button, the Customer closes all locked positions for a given instrument. In this case, one or more positions remain open towards the highest total volume, receiving a new timer.

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Important: "Close by" and "Close multiples by" functions do not work for instruments with floating stock spread.

c) When the notification about closing a position appears in the record, it means that the Customer's order to close a position has been processed.

d) The order to close a position submitted for processing before the appearance of the first quote on the trading platform at the opening of the market shall be declined by the Company.

In the Customer terminal window, a message "No price" will appear. The Company has the right to cancel the trade if the Trader has mistakenly processed

the Customer's order to close a position at a quote of the day before. In this case, the Company contacts the Customer to inform about it.

e) If the "Market Execution" type is used for an instrument, the order closing quote may differ from the one which has been requested.

3.5.5. When the Customer Holds a buy position, he/she will receive the dividend as a positive adjustment to his/her account. As for the sell position, there will be a negative adjustment depending on the issuing body. Please message that when entering a Product, the Customer is not trading in and has no ownership or rights in the Target Instrument (Underlying Instrument).

3.6. Mandatory closing of position.

3.6.1. If the margin level is lower than 40% in the Customer's account, the margin call takes place. The Company has the right, but not the obligation, to close the Customer's positions. The decision to close positions is made by the server.

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3.6.2. The Company is responsible for the mandatory closing of the Customer's open positions, without prior notification, if the margin level is less than or equal to 20% of the necessary margin to maintain open positions.

3.6.3. The current balance of the account is controlled by the server that, in case of execution of item 3.6.2. hereinabove, will generate a stop out order. The stop out is executed at a current market quote chosen in a "first-come basis" with the Customer's orders. The mandatory closing of the position is messaged in the server log with a "stop out" warning.

3.6.4. In case of execution of the conditions of item 3.6.2. hereinabove, if the Customer has several open positions, the first position to be closed is the one with the largest floating loss.

3.6.5. When, after a mandatory position closing, the Customer's account has a negative balance, a compensation will be added to the account in order to reset the balance. However, in special cases (when the Company deems the Customer's actions to be intentional), the Company reserves the right to claim payment of the Customer's debt.

3.6.6. If the Company has reasons to believe that the Customer operates two or more accounts under different registration data (e.g. opening opposite orders in the same trading instrument that are left open during the weekend or between trading sessions), The Company reserves the right to deduct the losses exceeding the balance of one account from the funds of another account belonging to the Customer.

3.6.7. If there is a fixed balance in the Customer's account, the amount of funds compensated by the Company will be subtracted from the total sum of Cashback commission to be paid for the current day.

3.7. Leverage change

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3.7.1. For the Customer, the change of leverage is only possible once every 24 hours. For security reasons of the trading operations performed by the Customer, it is impossible to change leverage if the account is in trading mode (i.e. there are open orders).

3.7.2. The Company has the right to change the leverage on the Customer's account at any time without prior notification, based on the leverage limit depending on the sum of equity, according to Table 1, and with prior notification according to item 7.3.

3.7.3. The Company has the right to apply item 3.7.2. to already opened positions, as well as to reopened positions.

leverage	Limitations up to	
1:3000	\$200 (US Dollars)	€200 (Euros)
1: 2000	\$2000 (US Dollars)	€2000 (Euros)
1: 1000	\$5000 (US Dollars)	€ 5000 (Euros)
1:500	\$30000 (US Dollars)	€ 30,000 (Euros)
1:200	\$150,000 (US Dollars)	€150,000 (Euros)
1:100	no limitations	no limitations

1:50

No Limitations

No Limitations

3.7.4. In order to minimize the Customer's risks when the Market opens on Mondays, if the Customer has kept open orders over the weekend, the Company reserves the right to lower the leverage and change margin requirements several times.

3.7.5. The leverage to trade Metals, Indices and Energies in any trading account is set at:

- 1:333 for Silver and Gold;
- 1:100 for Palladium and Platinum;
- 1:100 for Stocks;
- 1:33 for Indices and Energies;
- 1:10 for Cryptocurrencies (Trading Platform only).

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For Silver, Gold, Palladium, Platinum, Indices, Energies and Stocks the leverage cannot be more than stated in item 3.7.3.

ORDER DESCRIPTION.

4.1. Order types in the FX Portugal platform.

4.1.1. The following types of order to open a position (pending orders) can be found in the FX Portugal platform:

- a) "Buy Stop" - expected to open a position to buy at a higher quote than the current one at the time of an order placement;
- b) "Sell Stop" - it is expected to open a position to sell at a quote lower than the current one at the moment of an order placement;
- c) "Buy Limit" - it is expected to open a position to buy a quote higher than the current one at the time of an order placement;
- d) "Sell Limit" - it is expected to open a position to sell at a quote higher than the current one at the time of an order placement. The following orders can be used to close a position:
- e) "Stop Loss" - it is expected to close a position previously opened in a quote less profitable for the Customer, compared to the current quote at the time of an order placement;
- f) "Take Profit" - expected to close a position previously opened at a quote more profitable for the Customer, if compared to the current quote at the time of an order placement;

4.2. Placement time and validity period of orders

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4.2.1. The inclusion, modification and removal of orders by the Customer must be performed only during the period when which trading is allowed according to the chosen instrument. Trading hours of each instrument are informed in the instrument specifications.

4.2.2. In case of abnormal market conditions occur, trading with a given instrument can be mandatorily interrupted until the causes of closure are eliminated.

4.2.3. All pending orders and "Stop Loss" and "Take Profit" orders for financial instruments have GTS Status ("Good Till Cancelled") and are accepted indefinitely. The Customer has the right to set the expiration date of the orders and term on his/her own, placing the date and time in the "Expires" fields.

4.3. Order placement rules.

4.3.1. When the Customer submits a request to place pending orders, the following parameters must be determined:

- a) Name of the instrument;
- b) Volume;
- c) Type of order (Buy Stop, Buy Limit, Sell Stop, Sell Limit);
- d) Order level.

4.3.2. In addition to the parameters determined in the Customer's order, optional parameters may be set in the order, such as:

- a) Stop Loss level of a pending order. The value 0.0000 means that no Stop Loss has been placed (or it was deleted, if it was previously placed).

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b) Take Profit Level of a pending order. The value 0.0000 means that Take Profit has not been placed (or has been deleted, if it has been placed before).

c) Validity date and time of a pending order.

4.3.3. The trading server may decline an order in the following cases:

a) If the value of one or more required parameters information is wrong or not provided;

b) In this case, if the pending order is placed through the Customer's terminal without using an expert advisor, an error message will appear: "Invalid S/L or T/P".

4.3.4. When the Customer submits an order to place "Stop Loss" and "Take Profit" to open positions, the following parameters must be determined: a) Open position timer for which orders are placed;

b) "Stop Loss" order level. The value 0.0000 means that no Stop Loss was placed (or it was deleted, if it was previously placed).

c) "Take Profit" order level. The value 0.0000 means that Take Profit has not been placed (or has been deleted, if it has been placed before).

4.3.5. Orders of all types shall not be placed closer to the price of the current market than a certain number of quotes. The minimum distance value in points of the level of an order placed for the current quote (pending order level) for each instrument is stated in the instrument specifications, on the Company's website.

4.3.5.1. If the order is executed in abnormal market conditions, Stop levels may be increased.

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4.3.6. Closing or modification orders, if the current quote is closer to the S/L or T/P levels than to the "Stop Level" value, will be declined with the following message: "Modification disabled". The order is too close to the market" or "no quote".

4.3.7. Requests to set, modify or delete a pending order, if the current quote is closer to the S/L price or T/P price than to the "Stop Level" value, will be declined with the following message: "Invalid S/L or T/P" or "No quote".

4.3.8. When a warning about the placement of an order appears in the server log, it means that the Customer's order has been processed and the order is placed.

4.3.9. Each pending order receives a timer (ticker).

4.3.10. If a placement order is submitted for processing before the first quote appears in the trading platform, it will be declined by the trading server. The window "No price/trading is forbidden" will appear in the Customer terminal.

4.4. Modification and deletion of orders.

4.1.1. When the Customer submits an order to modify Pending order parameters (pending order level, Stop Loss and Take Profit of that pending order), the following parameters must be defined:

a) Ticker;

b) Order level;

b) "Stop Loss" order level. The value 0.0000 means that no Stop Loss was placed (or it was deleted, if it was previously placed);

The trading server can cancel an order if wrong parameters or values are provided. In this case, the "Modify" button will not be activated.

4.4.2. When the Customer sends an order to modify the Stop Loss and Take Profit orders for the open position, the following parameters must be defined:

- a) Ticker for the open position;
- b) "Stop Loss" order level. The value 0.0000 means that no Stop Loss was placed (or it was deleted, if it was previously placed);
- c) "Take Profit" order level. The value 0.0000 means that Take Profit has not been placed (or it has been deleted, if it has been placed before);

4.4.3. When the Customer submits a request to delete a pending order, he must set the ticker for the deleting order.

4.4.4. When a modification notice or deletion of an order appears in the server log, the Customer's order of modification or deletion is considered processed, and the target order is considered modified or deleted.

4.4.5. The trading server may decline a changing order or exclusion if it was submitted for processing before the appearance of the first quote in the trading platform, at the time of market opening. If the Company, by mistake, processes a Customer order, the modification or deletion of the target order may be cancelled. The customer will receive a notification about this via trading terminal's internal e-mail.

4.5. Execution of the order

4.5.1. An order is executed in the following cases:

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- a) Sell Stop Orders - at the time when the Bid price in the quote flow is equal to or less than the current one at the time of placement of that order;
- b) Buy Stop Order - at the time when the Ask price in the quote flow is equal to or greater than the current one at the time of placement of that order;
- c) Sell Limit Order - at the time when the Bid price in the quote flow is equal to or greater than the current one at the time of placement of that order;
- d) Buy Limit Order - at the time when the Ask price in the quote flow is equal to or less than the current one at the time of placement of that order;
- e) Take Profit Order - for an open buying position, when the Bid price in the quote flow is equal to or greater than the current one at the time of placement of that order;
- f) Stop Loss Order - for an open buying position, when the Bid price in the quote flow equal to or less than the current one at the time of placement of that order;
- g) Take Profit Order - for an open selling position, when the Ask price in the quote flow is equal to or less than the current one at the time of placement of that order;
- h) Stop Loss Order - for an open selling position, when the Ask price in the quote flow is equal to or greater than the current one at the time of placement of that order.
- i) For operations with instruments whose quotation exceeds 10.000 usd, deposit amounts must be proportional to the quotation value, otherwise the operations may be canceled by the provider:

ex.:

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us100 - minimum deposit: 10.000 usd

De.30 - minimum deposit: 15.000 usd

Btcusd - minimum deposit: 20.000 usd

Us.30 - minimum deposit: 30.000 usd

4.5.2. In cases of price gaps, the execution order is determined by the following rules:

- a) If the Take Profit level of a pending order is in the price gap during order opening, the Take Profit settings will be annulled when the order is opened. In this case, a message is added to the comments: (tp canceled/gap);
- b) A Take Profit order with a level in the price gap is performed at the quote defined in the order;
- c) A Stop Loss order with a level in the price gap is performed with the first quote after the gap. In this case, a message is added to the comments (sl gap/slip);
- d) Pending Buy Stop and Sell Stop orders are executed at the first quote after the price gap. In such a case, a message is added to the comments (started gap/slip);
- e) Pending Buy Limit and Sell Limit orders are executed at quotes defined in the orders. In these cases, a message is added to the comments (started/gap);
- f) If a price gap is greater than 300 pips and profit is recorded on top of it, the Company reserves the right to limit the profits for the corresponding order to 300 pips.

In certain cases of small price gaps, orders can be executed in standard mode, with quotes defined therein.

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g) Buy (Buy) and Sell (Sell) orders are usually executed at initial quotes after the price gap.

If the order is executed at a price valid before the gap, the Company reserves the right to reconsider the order data and execute it at the initial quotes after the price gap.

h) Buy (Buy) and Sell (Sell) orders can be closed in initial quotes after price gap.

4.5.3. In normal market conditions, the order is executed by the Company at the price specified in the order.

a) If the order is executed in abnormal market conditions, the price of execution of the order may differ from the one specified in the order, and may be favorable or unfavorable to the Customer. In this case, the order will be followed by the message “slip”.

4.5.4. If two of the following conditions are fulfilled simultaneously in the Customer's account:

a) The level of the margin does not exceed the consequential leverage ratio currently defined in the account;

b) 60% or more of the total volume of positions is placed in a trading instrument and in the same direction (buy or sell);

c) This part of the total position was formed within a 24-hour period before the market closed;

The Company has the right to set Take Profit for orders included in the total position, at the ask price level of market closing minus one point (for sell orders) or at the bid price level of market closing plus one point (for buy orders).

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WITHDRAWAL AND DEPOSITS OF FUNDS.

5.1. The Customer may deposit funds into his/her account through the payment methods and systems available in the Customer's area.

5.2. If the amount deposited automatically is not executed, the order will be processed by the Company's financial department, and within 5 business days, after confirming the availability of credit in favor of the company, the balance will be credited.

5.3. The customer can withdraw funds from his/her account only through the payment systems which have been used for deposit.

5.4. When the deposit to the account has been performed by various methods, the withdrawal is performed by the same methods, in the exact proportion of the amounts deposited, the Company may also facilitate transactions whenever there is no direct conflict herein and its accessories.

5.5. In exceptional cases (such as fortuitous events or force majeure), the Company has the right to decline the withdrawal of funds from the Customer in this payment system, whereas evaluating the best way to carry out the requests of its Customers.

5.6. According to the Company's policy, withdrawal requests shall be duly processed within 5 business days.

5.7. The Company may, due to its activities, request additional information to the Customer about the source of income and funds, to verify the legitimacy of the Customer's deposits and withdrawals, complying with applicable international rules and regulations.

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5.8. If the account has been funded via credit or debit card at least once, the withdrawal from such account must be executed back to this card within the same year as the last deposit made by the same card.

5.8.1 To request account closure, the customer must send an email to support@fxportugal.com where the account will be blocked for operations for a period of 30 days. In case of unblocking request for operations, the account closing request will be automatically cancelled.

5.9. If an account has been funded by credit or debit card, a copy of the card is required to process the withdrawal. The copy must contain the first 6 digits and the last 4 digits of the card number, the cardholder's name, expiration date and the cardholder's signature.

5.10. In case of transaction discrepancies taking place, the Company may unilaterally cancel any financial operations which have not been found in the payment system's records, or which have been cancelled (chargeback).

5.11. The Company may, exceptionally, refund the payment made via bank card, by other means or payment method when duly substantiated by the customer and in the following cases;

- a) The service in fact does not match what is described on the website,
- b) The service received does not work properly,
- c) A deposit was made to the account, but no trades were performed and the funds were deposited exclusively through the card used for deposit.

5.12. All information contained in the cancellation request made to the Company must match those originally sent when the initial payment was made.

5.13. The refund operation begins with a request made by the Customer to the address [support@fxportugal.com/](mailto:support@fxportugal.com) containing the bank information or electronic wallets used when sending the amount.

5.14. Regarding the use of bonuses: customers who do not use them with an application contract, and in any operation where the use of bonuses exceeds 50% of the amount contributed, this provider reserves the right to make financial investments of the entire capital of the account, including profits, floating operations and capital contributed within a period of 12 months, limited to withdrawals of up to 300 USD per month, guaranteeing compliance with the norms for contracting a credit facility, being able to redeem the amounts in their entirety after compliance with all clauses of operation and purchase of lots necessary for the conclusion of the electronic contract of operations entered into upon receipt of the bonuses;

In the case of a deposit or contracting of operational credit, with a promise of payment for amounts from US\$5,000, withdrawals can be carried out respecting the margin of up to US\$5,000 in the month, only once, and the customer may receive the facility credit without promise of payment in the maximum amount of up to 99.9% of the net capital of the account.

5.15. In case of account closure request, having used operating margin bonuses, the company reserves the right to return the client's capital within a maximum period of up to 12 months, in order to guarantee the integrity of the company and the client.

Any type of action that may result in discredit related to the company's reputation on the part of the client / investor will result in the opening of an administrative proceeding, in addition to the total cancellation of all profits and operations without

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prior notice, discounting all withdrawals and including termination total amount of the account, using as a margin for calculating the return the net capital not withdrawn, restricted to the amount contributed, discounting profits from swap fees and commissions, and withdrawals with return of capital through deposit in the customer's nominal account after signing of the account termination agreement.

Any actions that may result in damage to the company, including its reputation, may result in the revocation of this agreement.

In case of revocation, the company reserves the right to cancel the orders, including profits and/or losses without prior notice, returning the capital contributed within 12 months, discounting profits, swap fees and applicable commissions.

The company reserves the right to issue a capital return contract, once the aforementioned discounts have been applied within a maximum period of 12 months and in case of non-compliance with the terms and conditions accepted when opening the account and also in the finalization contract. account, administrative proceedings may be opened in addition to the suspension of the return agreement, until the terms and conditions accepted by the company and the account closure agreement are met.

5.16. Any action on the part of the client, which aims to detract from the broker's image, will result in the opening of an administrative process and will result in the obligation of a new agreement, respecting the minimum terms already mentioned in these terms and conditions.

FX Portugal, in the right to guarantee its operational integrity, and in the commitment not to cause damage to the market, since it does not profit from the loss of its clients, guarantees the client the full return of the net and full capital contributed, in the event of account cancellation in breach of any rule or breach of contract, discounting swap fees, withdrawals, profits and commissions if applicable, with prior notice and limited to the deposited capital, within a maximum period of up to 12 months. Also including the case of insolvency or termination of this provider's activities in the capital market,

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and/or request for account closure by the client or the company itself, with prior notice, provided that the rules, terms and conditions by the provider are respected. client. The company may issue an account termination and capital return agreement.

5.3. Internal transfer

5.3.1. Up to 10 internal transfers are processed automatically. Over 10 internal transfers, the process is manual and performed by the finance department;

5.3.2. Transfer between third parties is not possible, except internal relationships between partners and their customers, also processed manually;

5.4. Financial security.

5.4.1. To provide financial security, the Company has the right to ask the Customer for confirmation of verification of the personal data submitted at the act of registering the trading account. For this purpose, the Company may, at any time, request the Customer to send a copy of his/her passport (or equivalent document), certified by a notary public (at the Company's discretion).

5.4.2. The Company has the right to prohibit the deposit or withdrawal of funds for third parties.

5.4.3. In case of indication or suspicion of any form of fraudulent activity by the Customer, or any violation of conditions of the Customer Agreement, the Company reserves the right to suspend, at its own discretion, all transactions of deposits or withdrawals.

5.5. In case of violation by the Client of any provision contained herein, the Company also reserves the right to terminate this Agreement between the Parties, block the Client's trading account and cancel all Client's profits. Then, the Company will withdraw the remaining balance — excluding the Client's profits — to the Client's payment system, as per item 5.2. thereof, within 5 working days after the signature of the termination document.

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Termination of the Contract shall imply termination of the Company's obligations to the Customer. Subject to the conditions set forth herein, the rules and provisions of this Agreement relating to privacy will remain in effect regardless of termination of the Agreement.

5.6. In case of mutual termination of this Agreement at the Client's request, the Company will block the Client's trading account and withdraw the remaining net balance of the Client's profits to the Client's payment system in accordance with clause 5.2. thereof, initiating the payment of the first return instalment within 5 working days after termination. Subject to the conditions set forth herein, the rules and provisions of this Agreement relating to privacy will remain in effect regardless of termination of the Agreement.

5.7. In case the death or disability of the Client becomes known, the Company shall be entitled to terminate the Agreement and block the Client's trading account. The right to withdraw the remaining balance from the Client's trading account will only be available to the Client's heirs, in accordance with current legislation and documents issued by the competent authorities. Customer's heirs will not be able to access and use Customer's business account.

5.8. Application contracts will automatically renew 45 days prior to expiration. If the client wants to cancel his account, he must send a formal email to support@fxportugal.com, with the fines provided for in the contract becoming applicable, in addition to the cancellation of orders, fines and return of the net capital contributed, discounting withdrawals made in period and limited only to the net capital contributed, with a maximum period of up to 12 months for return, respecting the rules of confidentiality and exposure of the brand.

COMMISSIONS AND FEES.

6.1. The customer must pay the Company's commissions and other costs in the amounts indicated in the specifications of this document. The Company publishes the amounts and percentages of all current commissions and other costs on its platform.

6.2. The Company reserves the right to change the values referring to commissions and other costs, without prior notice to the Customer. All changes are published on

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the Company's website, in the "company commissions" section and/or in the terms of reference, available to the customer on the trading platform;

6.3. Provided that all applicable rules and regulations of the Company are complied with, the Company is under no obligation to disclose to the Client any reports on profits, commissions and other fees received by the Company from the Client's operations, with the exception of the cases specifically mentioned in this document.

6.4. Swap-free accounts are offered on the following terms:

- a) Non-swap accounts are only available to Muslims due to cultural and religious particularities.
- b) For long-term strategies (trades that are open for more than 2 days), the Company charges a fixed fee for the total number of days the order was open. The fee is fixed and determined as the value of 1 transaction point in US Dollars multiplied by the swap size of the traded currency pair. This commission is not related to late payments and is interest-free, depending on whether the business is open for purchase or sale.
- c) The Swap Free option is not available for trading Stocks, "Exotic Forex Pairs", Indices, Energies and Cryptocurrencies.
- d) By opening a swap free account at Capitalxcx, the Client guarantees that he is Muslim, and also agrees that the Company may debit the fee from his trading account at any time, as per item 6.4 in case of non-compliance, upon notification to the Client by email.

6.5. The Company reserves the right to refuse to offer swap-free services to the Customer, as well as debit the fee from his/her trading account at any time, upon notification to The Customer via email, in case the following facts take place:

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- a) Use the swap-free account to perform arbitrage orders,
- b) Implement strategies related to Carry trade,
- c) Intentional usage of the swap-free option to make additional profits,

6.6. A commission is charged for opening Positions, and this commission, for all instruments is 0.35%.

INSURANCE

The client account's insurance against losses due to operations or insolvency of this broker will be automatically renewed together with the investment contracts signed by the client. If the customer wants to close their account or make withdrawals outside the percentage established in the contract, they will need to close all pending or floating orders, in addition to requesting the withdrawal of all bonuses.

made available up to 30 days before the contract expires, in addition to sending an email to support@fxportugal.com informing the

compliance with the terms mentioned in this clause, and requesting the non-renewal of your negotiation contract.

In the event of the broker's insolvency, not excluding investment contracts, accounts above US\$50,000.00

will receive all the capital invested within a period of up to 30 months, after signing the account closure contract.

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COMMUNICATION BETWEEN THE CUSTOMER AND THE COMPANY.

7.1. The Company uses the following means of communication to speak with the Customer:

- a) Internal emails of the trading platform at its sole discretion (from the Company to the Client);
- b) Corporate chat, carried out through the Personal area;
- c) Phone, whatsapp and telegram;
- d) Publication/posts;
- e) Ads in the sections listed on the Company's website and social network;
- f) To contact the Client, the Company shall use the Client's data provided by the Client at the time of opening the account or, after any amendment made in accordance with the rules set forth herein.

7.2. Correspondence, documentation, announcements, notifications, confirmations, reports, are considered accepted by the Client:

- a) One hour after sending to the Customer's e-mail;
- b) Immediately after sending via e-mail from the internal trading platform;
- c) Immediately after finishing a telephone conversation;
- d) 7 days after posting or publishing;
- e) One hour after being made available on the Company's website.

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7.3. In order to provide confidentiality for all transactions performed by the Customer, access to the Personal area and to the trading terminal are secured by means of passwords. The Customer is solely liable for maintaining his/her logins and passwords, and for being notified there.

7.4. For security purposes of all Customer's trading operations, telephone conversations with the Company are recorded on electronic or magnetic media. Such recordings are property of the Company and serve as evidence of orders submitted by the Customer.

DISPUTE AND COMPLAINT RESOLUTION PROCEDURE.

8.1. The specific documentation that regulates the dispute resolution procedure must be observed when there is a need to initiate a procedure.

8.1.1. In case of conflict, the Client has the right to complain, following specific rules of the Company.

8.1.2. The report must contain the information necessary for your investigation.

8.1.3. The Company considers the Customer's claim within 10 working days.

Customer must participate in negotiations and respond in good faith to all requests from the Company.

8.2. Customer may use all legal sources of evidence to substantiate and prove the validity of a claim.

8.3. The server log file is the main source of information to consider in conflict situations. Server log information has absolute priority over other arguments when considering a deadlock situation, including Client terminal log file information.

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8.4. If the claim is proven to be valid, compensation will only be made by means of a payment added to the Client's trading account, following the appropriate refund rules as per the website.

8.5. The Company adds compensation to the Client's trading account within two working days after granting the claim to the Client.

8.6. Conflict situations not listed in this document must be considered by the Company in accordance with the best international practices in conflict resolution.

INHERENT RISKS.

The Client confirms that he is aware of the risks related to trading operations on the world's financial markets, including the following(s):

9.1. leverage risk

9.1.1. When trading under "margin trading" conditions, any change in the rate, albeit relatively small, the rate can strongly influence the balance of the Client's trading account due to the effect of leverage. Thus, in case of market movement against the Client's position, the Client may bear losses in the amount of the initial deposit, as well as in any other additional funds deposited to support the open orders. The Client is entirely responsible for considering all risks, using financial instruments and choosing the relevant trading operation strategy.

9.1.2. It is recommended to keep the margin level at 100% or more, as well as send Stop Loss orders to minimize possible losses.

9.1.3. The Customer must recognize that he runs the risk of incurring partial losses or losing all of his initial capital as a result of the purchase and/or sale of any Financial

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Instrument. The Customer accepts that he is willing to take this risk and agrees that he will not be able to receive a refund of lost money.

9.2. Financial instrument volatility risk

9.2.1. A wide variety of instruments show wide variation in rates throughout the day. This implies a high probability of having profits as well as losses arising from trading operations.

9.3. technical risks

9.3.1. The Customer accepts the risk of financial loss due to failures of information, communications, electrical failures and other system failures on the Customer's side.

9.3.2. During trades through the Client's terminal, the Client accepts the risks of financial losses, which may be caused by:

- a) Hardware, software failure and poor quality of the Customer's connection;
 - b) Malfunction of the Customer's equipment;
 - c) Wrong settings on the Client's terminal;
 - d) Failure to update the version of the Client's terminal;
 - e) Lack of knowledge by the Customer of the instructions described in the support installed on the terminal.
- ## 9.4. Risk of abnormal market conditions

The Client accepts that under abnormal market conditions, the order processing time may increase, the spread may widen and an execution quote may differ from the quotes in the flow.

9.5. Risk of trading platform technical issues

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9.5.1. The Customer agrees that there can only be one order in the order queue on the server. An attempt to submit any new order will be refused and a notification will appear in the order window "Order Blocked".

9.5.2. The Client accepts that the only valid source of information about the flow of quotes is on the main server, performing Clients' trades on real accounts.

The quotes databases on the Client's terminal must not serve as a valid source of information on the quotes flows, since, in case of instability of the connection between the Client's terminal and the server, part of the quotes of the quotes flow may not reach the Client terminal.

9.5.3. The current rates for the underlying assets are those calculated by the Company, based on quotations received by the Company. All matters related to the determination of market prices are the exclusive competence of the Company.

9.5.4. The Client unconditionally accepts the quotes provided by the Company. Therefore, no claims will be considered for differences between quotes provided by the Company and quotes from other sources.

9.5.5. The Company reserves the right to reconsider quotes provided for any period of time if, according to the Company, such quotes fall within the definition of "Off-market quote" and/or "Abnormal market conditions", or even "Obvious error" provided herein or in the section "Terms and definitions", in addition to the right to review the financial results of the trading operations performed under such conditions.

9.5.6. In case of an unscheduled interruption of the quotes flow on the trading server caused by hardware or software failure, the Company reserves the right to synchronize the quotes database on the server with other sources, in order to re-

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establish the continuity of the quotes flow history. In these cases, the Company may review the financial results of the Customer's trading operations performed during this period.

9.5.7. The Customer accepts that, the act of closing a submission window, modifying or removing an order, or closing an opening window, or, order closure, does not cancel the one that has already been sent to the Dealer for processing.

9.5.8. The Customer accepts the risks of carrying out unplanned trading operations in case of sending an order a second time before receiving information about the results of the previous order processing by the Company.

9.5.9. The Customer accepts that an order, to simultaneously modify the level of a pending order and the Stop Loss or Take Profit levels, sent for processing after the execution of such order will be modified only in the modification section of Stop Loss and or Take Profit levels of the open position for this order.

9.5.10. The Customer accepts that, in case of sending a pending order or Stop Loss or Take Profit orders to the level equal to the current quote in the quote flow, the order will be executed only if a new tick takes place in the direction towards the order actuation, provided that the conditions of item 4.5 are complied with.

9.6. Risk of communication failure

9.6.1. The Customer accepts the risk of financial loss caused by the fact that he/she did not receive, or received with delay, any message from the Company.

9.6.2. The Customer acknowledges that the Unencrypted information sent via email are not protected from unauthorized access.

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9.6.3. The Customer agrees that the Company has the right to delete messages received by the Customer via the internal email of the Customer terminal, within three days from the time the message was sent.

9.6.4. The Customer is fully liable for keeping confidential information received from the Company and accepts the risks of any financial loss caused by unauthorized third party access to the trading account.

9.7. Risk of force majeure circumstances

9.7.1. The Customer accepts the risk of financial losses caused by force majeure circumstances.

FORTUITOUS EVENTS OR FORCE MAJEURE.

10.1. Characteristics of force majeure or fortuitous events include, but are not limited to: any actions, events or circumstances (including, but not limited to, strikes, riots, mass and civil unrest, acts of terrorism, floods, extraordinary weather conditions, earthquakes, fires, wars, labor disputes, accidents, government actions, coups, connection failures, power failure, equipment and software failures, etc.) which, in the Company's reasonable opinion, lead to destabilization of the market, of one or more trading instruments, interruption of business, liquidation and closing of any market, or absence of an event that serves as the basis for the Company to define quotes, or introduction of non-standard trading services in any market.

10.2. The Company, having rational reasons, has the right to define the boundaries of the occurrence of circumstances of force majeure or fortuitous events. In such circumstances, the Company must take all good faith steps to notify the Customer of such circumstances.

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10.3. The Customer agrees that, under circumstances of force majeure or fortuitous events, the Company has the right to (without limiting the Company's other rights under this Agreement) perform the following actions, without prior notification and at any time:

- a) Increase margin requests;
- b) Close one or all open positions at a quote that the Company reasonably deems correct;
- c) Suspend or modify the application of one or all of the provisions hereof, as long as circumstances of force majeure or fortuitous events are the biggest impediment to The Company to comply with such provisions;
- d) Take, or not take, any actions towards the Company, the Client and other Clients, provided that the Company has reasonable grounds to consider such actions as justifiable in such circumstances;
- e) Reconsider the financial result of all the Client's trading operations that fall within the scope of force majeure or unforeseeable circumstances, through changes in quotations, opening and closing of orders or total deletion of orders.

FINAL PROVISIONS.

12.1. Finally, the company is not responsible for any acts or omissions, even if through fault or negligence, of the Customer that may incur an unlawful or illegitimate act and that may characterize a crime or civil liability.