BDSWISS*

RAW ACCOUNTS

TERMS & CONDITIONS

September 2020

BDS MARKETS

1. RAW ACCOUNTS TERMS AND CONDITIONS

1 General

- 1.1 RAW accounts are trading accounts based on real, deep and diverse liquidity. RAW accounts are subscription-based accounts offered to the Company's Clients upon request with no commission and no applicable funding fees. The fees for different available RAW account types, as specified on the Company's website as well as the specific conditions for each RAW account, will be charged monthly in Euros at the beginning of each Subscription Period and will differ depending on the trading volume of the Client.
- 1.2 When opening and activating any of the Raw Subscription Plans, the Client agrees and accepts the Terms and Conditions of the Raw Accounts as described in this section. Each Client is able to have one subscription at the time.
- 1.3 These RAW account Terms and Conditions form a part of the Client Agreement- Terms and Conditions of the Company.
- 1.4 The Company reserves the right to alter the cost of any of its packages at any time. Any relevant changes will be applicable from the start of the following Subscription Period. In addition, if the company suspects any client of any activity which violates the Trading Terms & Conditions, it may revoke or cancel any subscriptions without a refund.
- 1.5 In the event of a conflict between Raw Accounts Terms & Conditions expressed in English and Raw Accounts Terms & Conditions expressed in any other language, the Terms & Conditions expressed in English is the governing version and shall prevail over the versions expressed in any other language.

2. Subscription

- 2.1. To subscribe to the relevant Raw plan, the Client is asked to provide his/her credit card details to authorize the monthly subscription payments. After the successful authorization and verification process of the card and the payment, the account will be activated (hereafter the "**Activation Date**"). The subscription service is outsourced to a trusted service provider. The Company will not be holding neither be able to access any credit card details.
- 2.2 The subscription fee will be charged at the beginning of each Subscription Period according to the relevant account fees as specified on the Company's website. Each **Subscription Period** shall begin on the Activation Date of the relevant Raw account and end after one calendar month period.
 - Example 1: If the Activation Date of the Raw account is 5. May the next Subscription Period will start and the relevant fee will be charged on the 5 June.
- 2.3 The subscription will automatically be renewed at the end of the applicable Subscription Period, unless cancelled before the end of the current Subscription Period. The cancellation will take effect the day after the last day of the current Subscription Period, and a downgrade to a commission-based trading account will take place.

BDS MARKETS

2.4 In case of Inactivity as described in the Client agreement- Terms and Conditions, the Client will not be charged any inactivity fees or considered inactive unless the Subscription has been terminated by the Client.

Upgrade

- 2.5 Changes regarding upgrading, either as per Client's request or by exceeding the trading limit, to the next relevant Raw level (example Raw Trial will be upgraded to Raw Grow) will be charged at the beginning of the next following Subscription Period. Subscription changes within the subscription period will result in pro-rata charges and credits based on time down to the start of the next Subscription Period.
- 2.5.1 In case the relevant Raw account trading limit is exceeded within the Subscription Period, the Client will be charged the relevant pro-rata amount of the next subscription plan for the days in which the trading limit was exceeded immediately. At the beginning of the next Subscription Period the relevant new Raw subscription fee will be charged.

Example 2:

When upgrading from Raw Grow to Raw Pro 10 days before the end of the Subscription Period, first the fee difference between the previous and the new account will be calculated:

Raw Pro Fee – Raw Grow Fee = Difference between Raw Pro and Raw Grow. The Difference will then be divided by the Subscription Period (30 days or 31 days depending on the month) in order to get the Pro-Rata Fee. The Pro- Rata Fee is then multiplied by the remaining days (in this example 10) and will be charged to the client credit card immediately. The new Subscription Fee of the Pro will be charged at the beginning of the new Subscription Period.

- 2.6 The Client will receive a notification in case 100.000 USD volume or less remains from exceeding the Raw account trading limits to which the Client has subscribed.
- 2.7 In case the Client opens a trade with which the trading limit will be exceeded, the Client will be notified of the automatic subscription for the next Raw level.

Downgrade

- 2.8 The Client can freely choose to switch between different Raw Subscription accounts; however, the following restrictions apply:
 - a) If the Client has subscribed to Raw Grow or Raw Pro accounts and decides at any time to switch to Raw Trial Account, the switch will be executed at the beginning of the next Subscription Period. For the switch all open positions need to be closed. In case any positions are still open at the beginning of the next Subscription Period, the switch can not take place and the client remains under the current subscription plan.
 - b) Switching from Raw Pro to Raw Grow can be done seamlessly also while having open positions. The new Raw Grow Subscription will be charged at the start of the new Subscription Period.

BDS MARKETS

3. Specifics

- 3.1. In case the Client subscribes to any of the RAW accounts, the provided credit card will be first charged on the Activation Date.
- 3.2. In case the client exceeds the trading limit of Raw Trial or Raw Grow, the new subscription fee will be charged at the beginning of the new Subscription Period in addition to the immediate pro-rata charges for the days in the current Subscription Period for which the Client exceeded the Raw Trial or Raw Grow trading limits.
- 3.3. In case the Client exceeds the Raw Pro trading limit, the Client will be notified and an additional commission of 4 USD (four US Dollars) per additionally traded 100.000 USD of volume will be charged.
- 3.4 Should the Company suspend the trading account for any of the reasons as described in the Client Agreement- Terms and Conditions, the Raw subscription will not be affected. After suspension, in case the Company decides to terminate the account the subscription will be also immediately terminated.

4. Ending subscription

- 4.1 Any of the Raw subscription plans can be terminated by requesting a termination on the Client dashboard. The Subscription will be terminated by the end of the relevant Subscription Period. Fees for any started Subscription Period are not refundable.
- 4.2 Should the payment of the subscription fee fail for any technical or other reasons anytime during the Client's subscription, the Client will be charged 8 USD per 100.00 USD trading volume from the Clients Trading Account. In case the Client has any open positions, the positions remain under the Subscription Plan. Any new positions opened, however, will be charged as described above.