

## RIDER TO THE CUSTOMER AGREEMENT: BINARY OPTIONS

The FXDD Malta Ltd. ("FXDD") Customer Agreement ("Agreement") incorporates the Rider and is made a pertinent part of the Agreement. Wherever not specified in the Agreement, any and all references to the Agreement also include the Rider.

Where not specified otherwise in the Rider, all provisions in the Agreement also equally apply to binary options ("Binary Options") trading. This does not include Agreement provisions referring or relating to margin requirements, leverage, netting or offsetting as these provisions apply only to over-the-counter leveraged foreign exchange ("Forex") trading. Where terms or provisions in the Rider and the Agreement conflict, the Rider supersedes and modifies the Agreement.

All numbered provisions below correspond to the numbered provisions set forth in the Agreement.

### 2. LICENSE

FXDD will offer customers the ability to purchase and sell Binary Options.

### 5. RISK ACKNOWLEDGEMENTS

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT TRADING AND INVESTMENT IN BINARY OPTIONS IS HIGHLY SPECULATIVE, INVOLVES AN EXTREME DEGREE OF RISK AND IS GENERALLY APPROPRIATE ONLY FOR PERSONS WHO CAN ASSUME RISK OF LOSS OF THEIR ENTIRE investment. Customer warrants that the Customer is willing and able, financially and otherwise, to assume the risk of Binary Options trading.

When trading Binary Options as with any financial assets, there is a possibility that you may sustain a partial or total loss of your investment funds when trading. As a result, you are expressly cautioned that you should never invest or trade with money that you cannot afford to lose.

Binary Options trading involves a real risk of loss. The trading rates assigned to the assets on FXDD's Binary Options website are the ones at which FXDD is willing to sell Binary Options to its customers at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of options occurs.

It is the responsibility of all visitors to the website to ensure that their interaction with FXDD is strictly within the law and corresponds to the strictures enforced in their own country of residence. Customers should be aware of their potential individual tax liabilities in their country of residence.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FXDD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY, RELATED TO THE SITE, PLATFORM, CONTENT, AND SERVICES, INCLUDING AND WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. FXDD DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED REGARDING: (I) THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE, CONTENT, PLATFORM, AND SERVICES; AND (II) THE SITE, PLATFORM AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; AND (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SITE, PLATFORM AND SERVICES.

FXDD will maintain a Binary Options site, through which Customer will be required to trade. However, although the Customer's account balance can be viewed on the Binary Options site, Customer must view the account balance and equity through the MetaTrader 4 platform, as this will display the Customer's statement of record. (In addition, please note that Spot Forex prices listed on MetaTrader 4 may be different than Spot Forex prices listed through the Binary Options site. You must rely on the Spot Forex prices listed on the Binary Options site when trading Binary Options.)

PLEASE NOTE: In order to trade Spot Forex or Binary Options, Customer must maintain a sufficient balance in Customer's trading account. Spot Forex trades generally require a certain amount of margin which must be available in the trading account, and cannot be used for other purposes. Binary Options trading generally result in debits and credits to the trading account. If Customer has an open Spot Forex position, Customer should carefully monitor Customer's required margin, because if Customer purchases one or more Binary Options for an amount or amounts equal to or greater than the excess margin in the trading account, Customer may trigger a liquidation of Customer's open Spot Forex position(s).

## 6. CUSTOMER'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

6.1 As of the date hereof, and until Customer or FXDD terminates the Agreement (notwithstanding those provisions which survive termination), Customer represents and warrants the following to FXDD and agrees to the following for the benefit of FXDD.

a) Execution and delivery of this Rider and performance of all obligations contemplated under this Rider have been duly authorized by Customer.

## 10. TRADING

(a) Authorisation to Trade for Customer's Account. Customer authorizes FXDD to purchase and sell Binary Options trades for the Customer's Account in accordance with Customer's electronic received through the Binary Options site. **IMPORTANT: NO TELEPHONE OR E-MAIL ORDERS WILL BE AVAILABLE TO CUSTOMERS.**

(b) Pricing Information. FXDD will post the pricing information on Binary Options only on the Binary Options site. No pricing information will be available via telephone or e-mail.

Each Binary Options price posted shall be for a single financial instrument at a particular payout for a particular date or date and time. FXDD makes no warranty expressed or implied that Binary Options prices and payout amounts shown represent prevailing prices in the interbank market.

### FXDD RISK DISCLOSURE STATEMENT

FXDD is compensated by taking a commission on the combined total volume of all Binary Options trades made by customers. Therefore, FXDD makes money regardless whether the customer earns a payout on the Binary Options trades.

FXDD will liquidate under margined Customer positions. If a client has both open Forex positions and Binary Options positions, FXDD will liquidate customer positions when the client's equity reaches or drops below the margin level required to maintain open Forex positions.

FXDD may decide to stop offering the Binary Options products. If FXDD stops offering Binary Options, FXDD will permit any unexpired customer trades to run their course, but customers will be unable to open any new trades.

No customer orders for Binary Options will be taken via e-mail or telephone.

Off-exchange transactions. FXDD does not function as a direct counterparty to customers in Binary Options transactions, and does not offer the right to offset any trades.

### FXDD TRADING RULES AND REGULATIONS

No telephone or e-mail orders will be taken for Binary Options positions trading.

### ACKNOWLEDGEMENT

I acknowledge and agree to the above provisions of the Binary Options Customer Agreement Rider.

Print Name: お客様のローマ字のお名前

Signature: お客様の直筆のご署名

Date: 日付

Please Fax a signed copy to: (+356) 2138-3307, or sign and scan a copy to [sales@fxdd.com.mt](mailto:sales@fxdd.com.mt)