



# Conotoxia's General Information, Registration and KYC Requirements

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June 2022

# 1. General Information

## 1.1. Name and Registered Seat

CONOTOXIA LTD (“CONOTOXIA”) is a Cyprus Investment Firm (HE351239) regulated by the Cyprus Securities and Exchange Commission, license number 336/17 which provides investment services in Poland in accordance with MIFID Directive based on the freedom to provide investment services as well as through a branch CONOTOXIA LTD branch in Poland (“Branch”).

## 1.2. Contact Details

Headquarter:  
Conotokia Ltd  
Chrysorroiatissis 11  
3032 Limassol  
Phone no. +357 250 300 46  
Email: support@cy.conotokia.com

Branch:  
CONOTOXIA LTD branch in Poland  
Aleje Jerozolimskie 123A  
02-017 Warszawa  
Phone no. 0048 224639988  
Email: poland@cy.conotokia.com

## 1.3. License

CONOTOXIA provides its services on the basis of a license granted by the Cyprus Securities and Exchange Commission (CySEC), number 336/17.

CONOTOXIA operates in Poland on the basis of the freedom to provide investment services and through a branch on the basis of a notification of the intention to provide investment services to the Polish Financial Supervision Authority (KNF).

## 1.4. Supervision

CONOTOXIA is supervised by the Cyprus Securities and Exchange Commission (CySEC) and with regard to services offered through a Branch CONOTOXIA is also supervised by the Polish Financial Supervision Authority (KNF) under the conditions provided for in relevant legislation.

## 1.5. Scope of Services

CONOTOXIA provides the following investment services:

Investment Services:

- Reception and Transmission of client orders in relation to one or more financial Instruments.
- Execution of Orders on Behalf of Clients.
- Dealing on Own Account.

Ancillary Services:

Safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services such as cash/collateral management.

Foreign exchange services where these services are connected to the provision of investment services.

Investment Research and financial analysis or other forms of general recommendation relating to transactions in financial instruments.

Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.

## Financial Instruments

Transferable securities.

Money-market instruments.

Units in collective investment undertakings.

Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.

Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).

Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF.

Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of Part III and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.

Derivative instruments for the transfer of credit risk.

Financial contracts for differences.

Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

Detailed information about the services provided by CONOTOXIA can be found in the following documents:

Terms and Conditions,

Risk Disclosure,

Best Execution Policy,

Client Categorization Policy,

Leverage Policy,

Conflict of Interest Policy,

Other documents available on the website.

## Reports concerning the provided investment services

Detailed rules concerning sending reports to the Client are described in the Terms and Conditions available on the website.

#### **1.6. Website, languages and means of communication**

The languages of communication, preparation of documents and provision of information are Polish and English.

The website of CONOTOXIA is: <https://forex.conotoxia.com>, <https://invest.conotoxia.com> and <https://forex.cinkciarz.pl>, <https://invest.cinkciarz.pl>

Clients may communicate with CONOTOXIA via:

- a) traditional mail (address as above),
- b) email address (above),
- c) telephone (phone no. above),
- d) chat

#### **1.7. Method of placing orders**

Client may place the orders electronically using the electronic access to the Client's brokerage account and in situations described in Terms and Conditions also by telephone.

Fees and commissions

CONOTOXIA charges commission and fees in accordance with Terms and Conditions. Detailed commission and fee rates are available on CONOTOXIA's website and may be changed from time to time in accordance with the Terms and Conditions.

#### **1.8. Protection of assets**

The protection of Clients' funds kept in CONOTOXIA is our priority. We hold client funds in reputable banks domiciled in the European Union.

CONOTOXIA is legally obliged to keep client assets in bank accounts separate from CONOTOXIA's own funds.

Detailed information on CONOTOXIA's participation in the compensation scheme is given on the website under About Us – Legal and Security – Documents and Announcements

#### **1.9. Conflict of Interest**

In certain situations, a conflict of interest may arise between CONOTOXIA and the Client. The law obliges CONOTOXIA to take measures to minimize conflicts of interest.

Detailed information on CONOTOXIA's basic rules of conduct is available in the Conflict of Interest Policy on the website under About Us – Legal and Security – Documents and Announcements

#### **1.10. Basic rules of handling complaints**

A Client has the right to submit a complaint to CONOTOXIA regarding the services provided by CONOTOXIA. In addition, CONOTOXIA is obliged (pursuant to separate provisions of law) to use extrajudicial means of disputes resolution with consumers.

Extrajudicial disputes resolution is carried out before the appropriate Financial Ombudsman.

The detailed rules for handling complaints may be found in the policy available on the website under About Us – Legal and Security – Documents and Announcements

#### **1.11. Duration, termination and withdrawal from the Agreement**

The Agreement is concluded for an indefinite period of time. The Client may terminate the Agreement upon notice on the terms set out in the Terms and Conditions. CONOTOXIA shall not charge any contractual penalties for termination of the Agreement by the Client. The Client is not entitled to withdraw from the Agreement in accordance with Article 10 (1) of the Law Regulating Distance Trade in Financial Services to Customers..

#### **1.12. Governing law and jurisdiction**

The governing law of this Agreement and jurisdiction of courts are set out in the Terms and Conditions.

## **2. Registration**

Conotoxia Ltd. as a broker licensed when onboarding clients, is required to gather adequate information to ensure that based on the information provided the Company is able to make the adequate assessment of the clients' suitability in relation to the products and services the Company offers.

The first part of the registration process consists of the provision of the basic information:

- Personal details
- Address
- Additional personal information

Once the above information is provided, the Client will be able to request an opening of either Live or Demo account. In case you choose to proceed with opening a Live account, points 3 – 6 are applicable.

## **3. Target Market**

According to the ESMA Guidelines on MiFID II Product Governance Requirements, the Company is obliged to identify and assess the target market group to which its products and services can be marketed. For this purpose, the Company has designed a short questionnaire called "Are we Compatible" to ensure that its products and services are suitable to its clients and fulfil clients needs and expectations.

The questionnaire consists of various questions from the following groups:

- Knowledge and experience
- Financial situation with a focus on the ability to bear losses
- Risk tolerance
- Clients' Objectives and Needs (expected investment horizon)

By providing us with the above information, the Client will allow us to perform the assessment according to which he/she will be classified into one of the following groups:

Positive Target Market – if Client falls under this category, he/she moves automatically to the next step of the registration

Negative Target Market Approved (Grey Area) – we need to double check few things that it is why Client is stopped for manual verification of our officer or

Negative Target Market Rejected – it looks like our products do not match the Client's risk profile that is why he/she will not be able to complete the registration process and our representative will contact him/her.

## 4. Economic Profile

After Client is classified into either a Positive Target Market or Negative Target Market Approved, he/she will be able to proceed to the next step of the registration where we will ask a bit more and sensitive information regarding his/her:

Financial situation  
Employment and Education  
Trading Information

Please note that we are obliged to ask for the above information according to the relevant Regulation, however we ensure that any information provided by the Client is confidential and secured as per the GDPR Regulation.

## 5. Appropriateness Assessment (MiFID form)

Once the Client provides us with the information required in the point 3 above, he/she will proceed to the MiFID Questionnaire, where we will ask the following information:

Trading Experience, and  
Knowledge

We would like to point out that provision of the above information is crucial for us to assess Client's level of knowledge and relevant experience in relation to the products and services we offer, necessary to be fully aware of the risk involved in trading on complex instruments.

Once the Client completes the above questionnaire, he/she will be informed about the results either he/she passes or fails the appropriateness assessment, and about the risk which is involved in case the Client chooses to proceed with opening an account despite the fact he/she failed the assessment. In case the Client chooses to proceed with the account opening, we offer to our clients, free access to our Educational section where he/she can find tools allowing them to gain more knowledge about investing in CFDs products.

The Client should keep in mind that in case any material change occurs in relation to the information he/she has provided us during the onboarding process, we urge him/her to let us know so we may update his/her profile and keep all information up-to-date.

## 6. KYC Requirements

The last step of our onboarding process is the provision of the Client's documents to enable us to perform the documents' verification. This step allows us to complete the onboarding process and gives the Client an ability to start the investments.

The following documents can help us to verify Client's identity and residential address:

### Proof of Identity

A coloured copy of a valid passport\* or other forms of an official photo identification document issued by a government or local authorities (identity card). It should be added that the document must contain Client's full name, an issue and/or expiry date, place and date of birth, Client's signature and photo.

This should be given special attention:

- all four corners of the document must be visible
- no information should be covered or edited
- in case of a passport; the photo page is required
- in case of a photo-card ID both sides must be fully visible.

*\*passport is requested for clients residing outside of the Republic of Cyprus and Poland*

### Proof of Residence

A recent utility bill (electricity, gas, water, landline phone, Internet, TV), bank account or credit card statement or Local Authority Tax Bill, dated within the last 6 months, confirming the Client's registered address. We do not accept mobile phone bills, screenshots or any proof of address that only provides a P.O.Box.

### Tax Identification Number

Once our AML department verifies the Client's documents (client should keep in mind that we may ask for some additional documents) and approves his/her request to open a live account, the Client will be provided with an email confirmation together with the information about his/her client categorization as per the article 45(1) of the MiFID II Delegated Regulation.

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## 7. Confidentiality

The personal information that the Client provides in connection with registering himself/herself as a user of our websites or of the services can be used only in relation of the furthering of our Agreement between us, establishing and keeping his/her account or a relationship between us, reviewing his/her ongoing needs, enhancing customer service and products, giving Client ongoing information or opportunities that we believe may be relevant to him/her, improving our relationship, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes (according to the Agreement between us), as applicable.

In addition, to ensure that the Company provides the adequate protection of the flow of confidential and constituting information, the arrangements in relation to the access to this information has been taken in the form of the establishment of the Chinese Wall. The purpose of which is to prevent unauthorized persons from accessing confidential information and information constituting professional secrecy.

