TERMS AND CONDITIONS
SHARE DEALING SERVICES

(NON-US RESIDENTS ONLY)

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PART 1. INTRODUCTION

1.1 These Terms and Conditions for Share Dealing Services (the “Terms”) are offered to our clients (“you”, “yourself”, “Customer”, "Client" as appropriate) by Capital Com Group Limited (we, us, CAPITAL.COM, the Company, as appropriate), a company authorised (license number 463/25) and regulated as a Cypriot Investment Firm (hereinafter the “CIF”) by the Cyprus Securities and Exchange Commission (hereafter “CySEC” or the “Commission”, as appropriate), with its registered office at 66 Christaki Kranou, 7th Floor, City Tower, 4042, Germasogeia, Limassol, Cyprus.

The Company shall provide Share Dealing Services and/or other Investment Services ("Services" as appropriate) under the Terms defined throughout the Agreement. The Terms govern the relationship between you and the Company. This Agreement will govern all Instructions to Deal received from you, all Transactions entered into by us on your behalf and the custody of Instruments bought on your behalf or transferred to us on your behalf.

The Company highly recommends you to take sufficient time to read, understand the Terms and any other information published on our website official website https://capital.com/en-eu ("Website" as appropriate) and/or Mobile Application ("mobile app" as appropriate) prior to opening an account and/or carrying out any activity with us.

If you are accepted as our Client, these Terms together with the provisions of the Risk Disclosure Statement, the Order Execution Policy, the Privacy Policy, the Conflicts of Interest Policy, the Complaints Handling Policy, the Client Categorisation Policy, the Investor Compensation Fund Policy, Funds Transfer Agreement and Cookies Policy (as amended from time to time, altogether hereafter “the Policies”) and together referred to as the "Agreement", which can be found on our Website and mobile app, constitute a legally binding Agreement between us, as well as include important information which, as a Cyprus Investment Firm, we are required to provide to our Clients under the Applicable Laws and Regulations. You should read carefully all of these terms and any other documents that we have supplied or will supply in the future to you. If there is any conflict between these Terms and the Policies, the provisions of the Terms will prevail.

The Client agreement shall come into effect on the date on which the client has accepted the agreement through the website and/or through the mobile application of CAPITAL.COM.

1.2. If you are a visitor of our Website, our Privacy Policy and Cookies Policy shall apply to you. You agree that if you are a visitor you will not be able to place orders on the CAPITAL.COM Online Trading Platform, until you have applied to become our Client and provided that we accept you as our Client.

1.3. We shall provide execution-only Share Dealing Service ("Share Dealing Services"). We will also hold and safeguard and/or administer your funds and Financial Instruments, including as custodian. CAPITAL.COM may delegate certain obligations under this Agreement to third parties as it's provided below.

1.4. We will provide the services with reasonable care and skill, but you acknowledge that we shall not provide you with any advice on the merits or suitability of you entering into this Agreement or any Transaction, or any Order.

1.5. This Agreement will come into effect on the date we open your account and, for any new versions (or material amendments) thereafter, on the date we notify you. You must regularly check the Website for any updated Agreement of the Services offered by these Terms. This Agreement is supplied to you in English and we will communicate with you in English for the duration of this Agreement.

1.6. In this Agreement, certain words and expressions have the meanings set out in Part 2.

PART 2. DEFINITIONS

'Account' means the personal trading account opened under this Agreement for the Services and which you hold with us and designated with a particular account number. Only one account shall be registered per Client, unless granted explicit approval by the Company.

'Account Codes' means the username and password given by the Company to the Client for accessing the Company's electronic systems.

'Agreement' means this Agreement and, the Product Details, any ancillary documents referred to herein and any amendments thereto.

"Anti Money Laundering and Terrorist Financing Law" means collectively the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC and CySEC's Law regarding The Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2019, as the same may be in force from time to time and modified or amended from time to time.

'Applicable Regulations' means:

a. CySEC Legislation, Directives, Circulars or other regulations issued by CySEC and govern the operations of Cyprus Investment Firms;

b. all other applicable laws, rules and regulations as in force from time to time;

c. the rules of the relevant Exchange;

d.the Rules of the relevant settlement system;

e. all other applicable laws, rules and regulations as in force from time to time, as applicable to this Agreement, any Instruction to Deal, any Transactions, the holding of Instruments by us on your behalf or our Electronic Trading Services.

'Base Currency' means either the official currency of the account, specifically the client can choose over the USD, or the official currency of the Eurozone (the EUR), or the official currency of the United Kingdom (the GBP) or any other currency that may designated by the Company as a Base Currency from time to time.

'Business day' means any day other than a Saturday, Sunday and a public holiday in Cyprus or public holiday in Cyprus and any other holiday to be announced by the Company on its website.

'Charges' any transaction or account costs, fees or other charges including custody fees, notified to you from time to time.

'Client Assets Rules' means the provisions of the CySEC Rules, specifically, Directive DI81-01 relating to safeguarding of clients' Financial Instruments.

'Client Money Rules' means the provisions of the CySEC Rules, specifically, Directive DI87-01 relating to safeguarding of clients' funds.

‘Conflicts of Interest Policy’ means a document that identifies all potential conflicts of interest with clients and describes all of our organisational and administrative controls to manage such conflicts of interest such that we can be reasonably confident that risks of damage to clients as a result of any conflict will be prevented.

‘Confirmation’ means a written record, giving the details of a deal, including all charges applicable to that deal and the total amount payable by or to you in settlement of that deal.

‘Custodian’ means a bank or financial institution providing custody services on behalf of CAPITAL.COM.

‘CySEC’ means the Cyprus Securities and Exchange Commission, which is a statutory regulatory body.

‘Deal’ means the purchase of, sale of, or subscription for specified investments by you.

‘Electronic Trading Services’ means any electronic services (together with any related software or application) accessible by whatever means we offer including without limitation trading, direct market access order routing or information services that we grant you access to or make available to you either directly or through a third party service provider, and used by you to view information and/or issue Instructions to Deal and ‘Electronic Trading Service’ shall mean any one of those services.

‘Exchange’ means any securities exchange, clearing house, self-regulatory organisations, alternative trading system, organised trading facility, or Multilateral Trading Facility as the context may require from time to time.

‘Instrument’ means any Share, Fraction of share or other transferable security in respect of which we offer to deal in Transactions.

‘Instruction to Deal’ means an instruction by you for us to Buy or Sell any Instrument on your behalf including, for the avoidance of doubt, an Order.

‘Limit Order’ means an order to buy or sell a specific Instrument at a specified price limit or better. For example, an instruction to sell an Instrument at a price that is higher than the current Underlying Market price or an instruction to buy an Instrument a price that is lower than the current Underlying Market price.

‘Margin’ means such assets as Capital.com may require you to deliver and maintain in your account from time to time in respect of margined transactions, in a form and amount acceptable to CAPITAL.COM.

‘Order’ means any order supported by us or the relevant Exchange that we make available to you.

‘Order Execution Policy’ means a document that describes all of our order execution arrangements in place to ensure that, when executing an order, we take all reasonable steps to obtain the best possible results for clients in accordance with the Applicable Regulations.

‘Product Details’ means the section of the CAPITAL.COM Website designated as the Product Details in respect of Share Dealing Services as amended from time to time.

‘Security Details’ means one or more user identification codes, digital certificates, passwords, authentication codes, API keys, or such other information or devices (electronic or otherwise), to enable your access to any Electronic Trading Services.

‘Sell-only Limitation’ is a limitation, where Your ability to open new positions or place new Buy orders is restricted or disabled.

‘Scalping’ means a speculative type of trading where the opening and closing of a position is executed within a very short timeframe (e.g. five minutes or less).

‘Statement’ means a written confirmation of any Transaction, any Orders that you set and/or edit, and any Commission and other applicable Charges and Taxes that we apply.

‘System’ means all computer hardware and software, applications, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Trading Service.

‘Taxes’ means any taxes or levies including stamp duty, stamp duty reserve tax, financial transaction taxes and/or other applicable taxes or levies notified to you from time to time.

‘Transaction’ means the partial or full fill of your Instruction to Deal.

‘Underlying Market’ means an Exchange, Market Maker, Liquidity Provider, Retail Service Provider and/or other similar body and/or liquidity pool on which an Instrument is traded or trading as the context requires.

PART 3. SHARE DEALING SERVICES

3.1. We shall provide an execution-only Share Dealing Service. This Agreement sets out the basis on which we will receive and handle Instructions to Deal from you, enter into Transactions on your behalf and hold Instruments and money on your behalf. This Agreement governs each Instruction to Deal issued and each Transaction entered into and all Instruments and money held by us on your behalf on or after this Agreement comes into effect. Except as indicated in the Statement we send to you, we will act on your behalf to execute your Instructions to Deal as principal or a matched principal basis.

3.2. You will provide us with Instructions to Deal as principal and not as an agent for any undisclosed person. This means that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you will be responsible for performing your obligations under each Instruction to Deal issued by you or on your behalf and each Transaction entered into by us on your behalf.

3.3. Share Dealing Service will be carried out by us on a non-advised basis and we are not providing you with any investment, legal, regulatory or other form of advice. You may wish to seek independent advice in relation to any Transaction you propose to Enter into under this Agreement. You are required to rely on your own judgement in entering into, or refraining from, providing us with an Instruction to Deal or from entering into, or refraining from entering into, a Transaction. You are not entitled to ask us to provide you with investment advice relating to an Instrument, Instruction to Deal or a Transaction or to make any statement of opinion to encourage you to enter into a particular Transaction.

3.4. You will enter into a Transaction by ‘buying’ or ‘selling’. In this Agreement a Transaction that is entered into by ‘buying’ is referred to as a ‘Buy’; a Transaction that is entered into by ‘selling’ is referred to as a ‘Sell’. We will provide you with the Buy and Sell prices for Instruments in the Underlying Market.

3.5. Certain Instruments, such as Shares, are available to trade as Fractional shares. A fractional share is when you own less than one whole share of a company. Fractional shares allow you to purchase stocks based on the amount you want to invest, so you may end up with a fraction of a

share, a whole share, or more than one share. For such Instruments, Buy will be the amount of money you instructed us to use for buying a Fractional share , whereas Sell will be the specified number of fractional shares you have instructed us to sell.

Other Transactions must always be made for a specified number of Instruments.

If an Instruction to Deal is accepted, we will confirm to you whether a Transaction results in the Underlying Market, being the partial or full fill of your Instruction to Deal. We will attempt to execute all eligible Instructions to Deal as soon as reasonably practicable. There is no guarantee that your Instruction to Deal will be filled in full or in part in the Underlying Market. Where a delay occurs because we are unable to interact with the relevant Underlying Market for any reason, we will attempt to execute the Instruction to Deal as soon as reasonably practicable. You acknowledge and accept that the market price of any Instrument may have moved during the time between our receipt and acceptance of your Instruction to Deal and our attempt to execute your Instruction to Deal. In these circumstances, the third party who has provided the quotation to us is not obliged to honour the indicative price you have received and, if that is the case, we may reject your Instruction to Deal. Such movements in price may be in your favour or against you. For more information regarding the execution of Transactions please also refer to our Order Execution Policy.

3.6. Unless we agree otherwise, all sums payable by you are due immediately and must be paid on entering into the Transaction. If you Buy an Instrument, the consideration for the Transaction and, in addition, all applicable Charges and Taxes to that Transaction will be your responsibility and will be deducted from your account and held by us pending settlement. Monies deducted will not be treated as client money on the day of expected settlement. If settlement does not occur on the day of expected settlement the monies will be treated as client money. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any Transaction and all Charges and Taxes associated with that Transaction.

If you Sell an Instrument, the consideration for the Transaction less all applicable Charges and Taxes to that Transaction will be available on your account for reinvestment but will be unable to be withdrawn from your account until the Transaction has settled. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any Transaction and all Commission, Charges and Taxes associated with that Transaction.

3.7. Product termination: We may require you to close any of your positions which you may have with us and which may be or have been affected by product termination, or we may close any of such positions at last available prices by providing you a 10 days notice.

PART 4. LIMITATIONS TO SHARE DEALING SERVICES

4.1. This Agreement applies to Transactions made without leverage. Also you may only sell Instruments held on your account ("Prohibition on going short").

4.2. We may provide factual market information and information in relation to any securities at your request. However, we are not obliged to disclose such information to you and, if we do supply this information, it does not constitute investment advice.

4.3. We will not be liable to you for any act or omission of any such third-party including but not limited to information provided by such third-party, except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third-party.

4.4. CAPITAL.COM trading platform is not an exchange or a market. This means that you can only enter into trades and investments with us on the platform, and not third parties. Therefore, our Services are limited to you buying a share or other Instruments on our platform, and selling that Instruments on our platform. You will not be able to transfer the Instruments out of your CAPITAL.COM account, including for the purposes of selling that Instruments on another platform or to another person.

4.5. We do not offer our Share Dealing Services to "US persons" (as defined by the Internal Revenue Service "IRS"). If You become a US person after your account has been opened, you must inform us immediately. This may result in your account being closed with any Instruments transferred out or liquidated and cash returned to you. If we allow you to trade in Instruments and then identify you as a US person, we may close any open positions you may hold and then block or close your account.

4.6. We will ask you to sign the relevant US tax form before we accept an Instruction to Deal from you to Buy an Instrument in relation to Shares (Instruments) listed in the US. If you have not previously provided us with a valid US tax form and you already hold US Shares, we will ask you to complete the relevant US tax form. If you do not return the signed and completed US tax form before the date we specify (usually 30 days), we reserve the right to sell your US Shares. You have an ongoing obligation to inform us if your tax status changes. We may apply the default rate of taxes applied by the relevant tax authorities.

PART 5. RIGHTS AND OBLIGATIONS

5.1. In compliance with Applicable Regulations, we shall categorise our clients into three main categories: “eligible counterparties”, “professional clients” and “retail clients”. Unless otherwise is agreed, we shall treat you as a Retail Client as required by the Applicable Regulations.

5.2. We are obliged under the Applicable Regulations to verify the identity of our customers. We have undertaken a risk-based approach to this process, which might require obtaining among other things, documentary proof of your address. You shall agree that we may use additional online electronic verification tools that might request among other things further details, documents, photo and/or video evidence from yourself. If you cannot satisfactorily prove your identity, you may not be able to open an account with us or may have to close your existing account.

5.3. We may assess the appropriateness of certain complex products for you by reference to your knowledge, experience and understanding of the risks involved. You shall be solely responsible for your decision if you decide to proceed with the Transaction after receiving our warning.

Where you buy and sell non-complex products, for example, shares (fractions of shares), we are not required to assess the appropriateness of the product or Share Dealing Service that we provide to you and in such case, you will not benefit from the protection of the CySEC rules on assessing appropriateness.

5.4. We shall not accept Instruction to Deal when: the relevant market is closed for trading; or you do not have enough money in your account to execute the Transaction; or you have exceeded any limit applicable to you or in respect of your dealings with us; or we are concerned that the Instruction to Deal may not have come from you; or by carrying out the Instruction, we may be in breach of Applicable Regulations, law, rule, regulation or Term; or we want to check the instruction with you for some reason (eg, suspected fraud); or there are events described as “Force Majeure” under the Agreement.

If we accept an Order and then an event takes place which means that it is no longer reasonable for us to act on that Order, we will be entitled to disregard or cancel your Order. If we disregard or cancel your Order then we shall not have any liability to you as a result of such action and we shall not re-enter that Order. Examples include but are not limited to:

(a) a change in the Applicable Regulations, so that the Order or the Transaction to which the Order relates is no longer in compliance with the Applicable Regulations;
(b) for Orders relating to Shares, an event takes place in respect of the company whose shares represent all or part of the subject matter of the Order, for example, a corporate event, dividend or the insolvency of the company; or
(c) if we cease to offer the Order you have requested.

We may be required to cancel a Transaction if requested by an Underlying Market or may be required to cancel an Instruction to Deal if requested or recommended by an Underlying Market and you agree to use all reasonable endeavours to assist us in this regard.

5.5. We shall provide a Statement and a Confirmation of your Transactions, as well as an account balance and a record of all Transactions for your account, via the Trading Platform. In the absence of manifest error, the Statement and Confirmation shall be conclusive and binding on you. You shall check the electronic Statements received from us and notify us promptly of any discrepancy.

5.6. You accept full responsibility for monitoring your account and you agree to notify us immediately if you become aware of:

(a) the loss, theft or unauthorised use of your username or password or account number;
(b) the failure by you to receive a message or partial message from us indicating that an Order was received, rejected and/or executed; or
(c) any inaccurate information in your account(s) balances, statements, contract notes, records or assets or money held or transaction history.

5.7. You must make sure that your password remains confidential at all times and you must take all responsible steps to: stop any other person using your password; not disclose your full password to any other person; ensure security of the System as well the use of Services.

5.8. If you do not comply with these obligations, this may affect the way we can provide the Services to you and we may:

- refuse to open an account for you or accept your assets;
- refuse to deal for you;
- refuse to make payments or transfer Investments from your account;
- close your account; and/or
- take any other responsible step necessary to comply with regulatory requirements.

5.9. You hereby undertake to inform us every time a card used by you to make payments to us has been blocked, deactivated or otherwise suspended. Save for cases where a card has expired, we shall not be liable if we should satisfy your withdrawal request by way of paying money back to a card which has been blocked, deactivated or otherwise suspended without your prior notification thereof.

You can only make deposits or withdrawals of free money to and from accounts in your own name. Deposits or withdrawals from to third parties are not permitted and will not be processed and if processed, they can be voided. No payments from/to third parties are acceptable. By agreeing to make a deposit, You confirm you are depositing your own funds for your own trading with CAPITAL.COM.

The client shall have the right to transfer money to CAPITAL.COM bank accounts only after entering into an agreement (accepting the Terms and Conditions) with CAPITAL.COM and receiving a username and password.

5.10. You shall provide us with any information as we may require to comply with all Applicable Regulations and all applicable anti-money laundering rules and regulations. You warrant that any information provided to us by you is complete, accurate and not misleading in any material respect. We reserve the right to reject applications from high-risk jurisdictions in accordance with our ongoing legal and regulatory responsibilities.

You warrant on a continuous basis that by entering into this agreement and any Transactions under it, you will not violate any applicable regulations.

5.11. We may take any action which we, in our reasonable discretion, consider desirable to ensure compliance with applicable laws and regulations. We shall not be liable for losses, damages or delays arising from our compliance with any statutory or regulatory requirements.

5.12. We reserve the right to place a limitation to sell any or all Investments or suspend your account in the following cases, but not limited to:

- where there is a suspicion of unlawful activity;
- where we, in our reasonable discretion, consider there is suspicions of restricted or abusive trading activity;
- when we have issued you with a notice informing you of our intention to end our relationship with you / close your account;
- where we have reasonable grounds to believe that allowing you to continue trading will be detrimental to you as a client; or
- where you have not provided your express consent whenever we have requested such.

5.13. We shall open an Account in your name in the selected available currency. You shall be able to use your Account to trade once you deposit into your Account at least the amount required and/or specified in the Product Details and the account has been confirmed as verified.

5.14. You are not allowed to have more than one account offered for Share Dealing Services in your name. If you are not complying with this rule we may suspend or terminate all the Agreements with us.

5.15. You will not behave in an inappropriate manner towards the CAPITAL.COM or any of our representatives and employees (such inappropriate behaviour can include but is not limited to abusive language, racism, discrimination, defamation, abuse chatting / email correspondence, misuse of social media channels and spam, etc). CAPITAL.COM reserves the right to terminate the Agreement in these circumstances.

PART 6. FEES AND COMMISSIONS

6.1. Before you begin to issue the Instructions to Deal, we will take all reasonable steps to provide you with an explanation of all Fees and Commission and/or Charges and/or other fees for which you might be liable. These costs may affect your trading net profits (if any) or could increase your losses.

6.2. The Company will quote to clients two prices, the “ASK” at which clients can buy a respective Instrument, and the “BID” at which clients can sell a respective Instrument. The difference between the ASK and the BID prices is called the “SPREAD”. The SPREAD is the only trading cost that the

user has to pay for the trading part of the Electronic Services. No other charges or commissions are paid by the clients to enter or exit a trade. The Company's spreads are quoted on both the mobile and web platforms and on the website.

6.3. No Commissions or Fees are charged by the Company for deposits to or withdrawals from the Account.

6.4. If required and applicable according to the Product Details, when you enter into a Transaction, you may be required to pay us a Commission, unless Zero Commission applies. Our Fees and Commission terms will be notified in writing to you, however, in the event that we do not notify you of the Fees and Commission terms, we will charge the Fees and Commission as published on the Product Details section of our Website.

You must pay, or reimburse, us for any Charges or fees applicable, now or in the future, to your Instructions to Deal or Transactions and any taxes applicable, now or in the future, on any Commission or Charges payable by you pursuant to this Agreement.

6.5. Where an Instrument currency is different to the Base Currency, currency conversions of trading costs as well as profit/loss from trading activities are made at an exchange rate not more than +/-0.35% of the prevailing market rate at the time of the conversion.

6.6. You agree and understand that any other obligation and liability towards us is subject to unilateral set-off from your side going back to the beginning of our contractual relationship.

6.7. You acknowledge that Zero Commission may be subject to any applicable tax, governmental or administrative levy, and fee or other liabilities, charges, costs and expenses payable in connection with the Transactions effected on your behalf. You agree that CAPITAL.COM will not be liable for any additional fees you may be charged by any bank, credit card provider or other third party financial services provider, which you use for the transfer of funds to and from us.

6.8. Without prejudice and subject to these Terms and all Applicable Laws and Regulations, funds may be withdrawn by you from your Account once your withdrawal request is processed and approved, provided that such funds are not being utilized for margin purposes or have otherwise become owing to us, there is a remaining positive balance on your Account and the Account is approved following the verification of the Client as per the applicable Anti-Money Laundering Laws and Regulations governing the Company.

We will process your request to withdraw funds on the same day that the request was received, or the next working day if your request is received outside of our normal business hours. Your withdrawal request will be processed by us and sent to the same bank, credit card or other source for execution owned by you. No Account withdrawals to third parties will be processed by the Company.

If you request a withdrawal of funds from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until sufficient positions are closed, and we have established that you have a positive balance on your Account to make the withdrawal.

6.9. The Client acknowledges and confirms that any Account(s) holding funds or not holding any funds, opened by him/her with the Company where the Client has neither open nor closed positions and does not have an active open position for a period of 1 (one) year and more, shall be classified by the Company as an inactive account ("Inactive Account"). The Company reserves the right to close

Inactive Accounts at its sole discretion. In this case all the remaining funds held on the Inactive Account will be refunded to the payment method used for depositing.

Any Account that is not an Inactive Account shall be classified by the Company as an active account (the "Active Account").

PART 7. PLACING ORDERS

7.1. We will treat each Order you place for the Services as an offer to purchase Services under this Agreement. We may, in our reasonable discretion, refuse to accept any Order or Instruction from you or we may accept your Order subject to certain conditions or we may, acting reasonably, refuse to proceed with an Order that we have accepted (including but not limited to when we are not able to execute your Order due to restrictions of Exchanges, executing brokers or other third parties or due to unusual market conditions). If we do this, we will notify you in writing unless we are prevented from doing so by law.

7.2. By placing an Order for the purchase of Instruments, you agree that you will have sufficient funds in your account on the date when you are required to make the payment to settle the trade. When placing an order, if it becomes pending, the funds available in the Client's Account (the blocked funds cannot be used for other Orders, until the pending ones are executed or cancelled).

7.3. You may give us Instructions to automatically buy or sell Instruments in the market at a price predetermined by you (a "Limit Order"). In the case of a Limit Order to sell, your order will be executed if the price obtainable in the market is equal to or higher than the price you have set. In the case of a Limit Order to buy, your Order will be executed if the price obtainable in the market is equal to or lower than the price you have set. The order will be executed immediately at the best available market price (the price might change before execution, especially with less liquid financial instruments).

7.4. Market conditions can affect the time it takes to execute Limit Orders, Stop Orders and Market Orders and all orders are executed in due turn and in accordance with Order Execution Policy.

Market conditions can cause temporary delays to the execution of Orders. It is your obligation to make sure that any earlier pending Order(s) is/are cancelled before placing a new Order in the same Instrument. We do not accept any liability for any actual or potential loss you may suffer if this occurs.

7.5. If you place a Limit Order or Stop Order in respect of an Instrument of which trading is suspended or has a corporate event before execution or if your account is suspended we may, but are not required to, cancel the pending Order.

7.6. A working order is a general term for opening either a stop or limit order. This allows the Client to buy or sell a stock once it meets the stop price predetermined by the Client (after the stock hits the Client's stop price, the Stop Order becomes a Market Order and is executed at the best price available.

7.7. A Stop Market Order is an instruction to execute a trade when a price level (the Stop Market Level) is reached that is equal to or worse than the current best price (a Stop Market Order). When the Stop Market level is reached, the Stop Market Order will trigger and a Market Order will be sent to execute the trade at the best price available at the time the Order is placed for the quantity you wish to buy or sell. Your execution price may be better or worse than the Stop Market Level you set depending on the liquidity available and the size of your Order. Stop Market Orders can be placed and/or cancelled at any time, even when the market is closed. In order to amend a Stop Market Order,

you would need to cancel the existing one and place a new Stop Market Order provided the market conditions allow that. Stop Market Orders can be used to open or close a trade and can be Good For Day (GFD) or Good Til Cancelled (GTC). This means that for “GFD” Stop Market Orders any portion of the Stop Market Order which has not been executed during the trading day in which the Order was placed is automatically cancelled at the end of that trading day. It may be the case that your Stop Market Order could be partially executed if there is insufficient liquidity to cover all of your Order at the time your Stop Market Order is triggered. A “GTC” Stop Market Order would remain a working order until you choose to cancel it, if it is cancelled because you are on a margin call, or your Order is filled and becomes a position. Take Profit and Stop Loss Orders attached to Stop Market Orders will be set at a specified level away from the worst execution price received (e.g. 50 points away from the highest Offer price for a Long Market Order). Your Take Profit and Stop Loss Orders will not be set at a level relative to the volume weighted average opening price of your Order.

7.8. Once accepted by us, your Order cannot be amended or cancelled by you, unless, before the execution of a particular Order, we have confirmed to you that we have had to make an amendment or cancel your Order due to market circumstances, or unless otherwise agreed by the Company.

7.9. When carrying out your Order, we may incur additional reasonable expenses and we are unable to contact you to tell you about these after reasonable efforts to do so. You accept that we may proceed to execute your Order and incur those expenses which will then be payable by you.

7.10. For each Transaction, you shall receive a quote from the Trading Platform. The quote shall only be valid until replaced by a new one, which shall happen automatically on the Trading Platform.

7.11. You accept that some small and micro-cap shares trade on highly illiquid markets, or by way of an auction or other non-standard bidding process, which may cause delays in executing Orders in such Financial Instruments. In these circumstances you agree that CAPITAL.COM will process your Order as soon as is reasonably possible. CAPITAL.COM will not be liable for any financial losses, perceived or actual, that you may suffer as a result of these delays.

7.12. At our sole discretion we may introduce or amend the minimum or maximum size of any Order in any Instrument. CAPITAL.COM will exercise the best efforts to provide clients with the possibility to close the Orders, which were affected and to notify clients of any such restrictions.

7.13. We may, at our sole discretion refuse to accept any Order or instruction from the Client or may accept the Client’s Order subject to certain conditions or may refuse to proceed with an Order that the Company has accepted (including but not limited to situations where the Company is unable to execute the Client’s Order due to restrictions with executing brokers or other third parties, trading venues or due to unusual market conditions). The Company will make all reasonable efforts to facilitate sales and to notify the Client in writing unless the Company is prevented from doing so by law.

PART 8. BEST EXECUTION

8.1. We will take all sufficient measures to provide you with best execution in accordance with the Applicable Regulations and our Order Execution Policy when we execute Transactions on your behalf. Unless you notify us to the contrary, you will be considered to consent to our Order Execution Policy. If you do not consent, we reserve the right to refuse to provide our Services to you. The terms of our Order Execution Policy will apply when we are executing Instructions to Deal on your behalf. We may amend our Order Execution Policy from time to time and may notify you of any material amendments by giving written notice or posting them on our website or on Trading Platform.

8.2. We may aggregate Instructions to Deal received from our clients. Aggregation means that we may combine your Instruction to Deal with those of other clients of ours for execution as a single order. We may combine your Instruction to Deal with those of other clients if we reasonably believe that this is in the overall best interests of our clients as a whole. However, on occasions, aggregation may result in you obtaining a less favourable price once your Instruction to Deal has been executed. You acknowledge and agree that we shall not have any liability to you as a result of any such less favourable price being obtained.

8.3. We may deal through Exchanges and a number of Liquidity Providers and/or Retail Service Providers and/or Market Makers. We may place your Instructions to Deal outside of an Exchange if this complies our Order Execution Policy. By entering into this Agreement, you agree to us entering into Transactions on your behalf outside a regulated market or a Multilateral Trading Facility.

8.4. We may, at our reasonable discretion, arrange for Instructions to Deal to be executed with or through a third party. We will not be liable to you for any act or omission of any such third party, except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third party.

8.5. We may be obliged under Applicable Regulations to make public certain information regarding our Transactions with you. You acknowledge and agree that we are entitled to disclose such information and that such information held by us shall be our sole and exclusive property.

You agree to provide us with all information that we may reasonably request for the purpose of complying with our obligations under Applicable Regulations and that you consent for us to provide to any third party such information about you and your relationship with us pursuant to this Agreement (including but not limited to your Transactions, money or assets on your account) as we consider, acting reasonably, appropriate or as required to comply with any Applicable Regulations or Term of this Agreement.

PART 9. CONFLICTS OF INTEREST

Under Applicable Laws and Regulations, the Company is required to have arrangements in place to manage conflicts of interest between the Company and its clients and between other clients. The Company will make all reasonable efforts to avoid conflicts of interest when they cannot be avoided. The Company shall ensure that you are treated fairly and at the highest level of integrity and that their interests are protected at all times.

You acknowledge that we provide our Services to a broad range of Clients and have numerous counterparties and circumstances may arise in which we, our Associates, or any relevant person may have a material interest in a Transaction with or for you or where a conflict of interest may arise between your interests and those of other clients or counterparties or of ourselves.

Please refer to our Conflicts of Interest Policy for further information on how we manage any conflict that may arise. Upon request, we will provide you with any further details in that regard.

PART 10. ELECTRONIC TRADING SERVICES

10.1. You shall place Instructions to Deal electronically via our Trading Platform. We will execute all eligible Instructions to Deal as soon as reasonably practicable. You are acknowledged that we may be

required to cancel a Transaction if requested by an Exchange or Underlying Market or may be required to cancel an Instruction to Deal if requested or recommended by an Exchange or Underlying Market and you agree to use all reasonable endeavours to assist us in this regard.

10.2. You are responsible for ensuring that your use of the Trading Platform is compliant with this Agreement and all Applicable Regulations which apply to your use of our Trading Platform.

10.3. We have no obligation to accept, or to execute, or cancel an Instruction to Deal that you issue to us or cancel through an Trading Platform. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Instructions to Deal on the terms actually received by us.

10.4. You acknowledge we have the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of Share Dealing Services available on the Trading Platform, or your access to Trading Platform, to change the nature, composition or availability of Trading Platform, or to change the limits we set on the trading you may conduct through Trading Platform. For example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, Event of Force Majeure, the client commit a breach of his/hers obligations under this agreement, the client is engaged in credit card fraud, money laundering, funding terrorrism and/or any relevant criminal conduct, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security.

In addition, the use of share dealing services may be terminated automatically, upon:

a. the termination, renunciation, revocation, withdrawal or suspension of any license granted to us which relates to the Electronic Service; and/or
b. the termination of these Terms.

10.5. Where we grant you access to the Trading Platform we shall grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable, non-transferable and non-sublicensable licence to use Trading Platform pursuant to and in strict accordance with this Agreement.

We are providing the Trading Platform to you only for your personal use and only for the purposes, and subject to the terms, of this Agreement. You acknowledge that all proprietary rights in our Trading Platform are owned by us or by any applicable third-party licensors or service providers engaged by us, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to Trading Platform, except those specifically set out in this Agreement.

10.6. In the event that you receive any data, information or software via Trading Platform other than that which you are entitled to receive under this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

10.7. You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the System or software you use to access our Trading Platform.

10.8. We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the Software and such software and databases contained within the Trading Platform and you will not in any circumstances, obtain title or interest in such elements other than as set out in this Agreement.

PART 11. PROVISION OF INFORMATION, VOTING RIGHTS, INTEREST DIVIDENDS AND CORPORATE EVENTS

11.1. We are not obliged to but we may arrange for you to receive the report, accounts and other information issued by a company. We are not obliged to notify you of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to your Instruments, and/or arrange the exercise of any voting rights attaching to your Instruments we hold on your behalf or transferred to us on your behalf, whether exercisable at an annual general meeting or otherwise. We are also not obliged to inform you of any class action or group litigation that is being proposed or taken concerning Instruments that we are holding on your behalf.

11.2. We will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your Instruments we hold on your behalf. We may, but are not obliged to, offer you any other rights or special offers that are made available to holders of Instruments.

As we will hold your Instruments in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which have been paid or withheld at rates that are less beneficial than those that might apply if the Instruments were held in your own name or not pooled.

11.3. A corporate event is something which will bring about a change to the Instruments you hold (such as but not limited to share consolidation or share split, reorganisations, mergers, dividends distributions, etc). Corporate events can be subject to immediate changes without notice. You accept that any corporate event can take place at any time. You acknowledge and accept that these changes are beyond CAPITAL.COM control, who will not be liable for any financial losses that may occur as a result of these delays.

If a corporate event impacts a Instrument in your account, we will use reasonable endeavours to adjust the Instruments in your account in a way that is fair and which aligns with market practice, depending on the circumstances of each event and according to our reasonable discretion, although we are not obliged to do this. Adjustments may include changing the price or quantity of Instruments in your account, to reflect the economic equivalent of such rights.

In accordance with this agreement with the Company in case of stock split the following steps might be applied:

- the Company may be unable to apply the split to fractional investments;
- because of step 1 CAPITAL.COM may offer to pay the Client a cash equivalent of holding at the time of the stock split as an alternative, which may result in the Client no longer holding shares in the affected instrument;
- The Company has no obligation to obtain the Client's consent prior to taking the action in accordance with step 2.

Notwithstanding above, we reserve the right to close out any open positions impacted by a corporate event (including but not limited delistings and insolvency) in a fair way and taking into account the treatment we may receive from Exchange or Underlying Market or our counterparty and/or any relevant third party. In this respect we may make any required adjustment (price, quantity or any other adjustment) resulting from the corporate event as may be applicable. We may close out open positions prior to or following such corporate events at our sole discretion.

11.4. If you are holding Instruments, such as shares, which grant you the right to receive a dividend or interest payment from a company, provided that you have held such shares prior to and on the relevant ex dividend date, we will pay this money into your account on receipt by us. We may deduct from this payment any applicable tax however it will be your responsibility to satisfy these liabilities if we did not make such deduction.

11.5. We will reflect a corporate event on your account as soon as practicable after we have received confirmation that the corporate event has been completed from our custodians.

11.6. Adjustment of Instruments in your account after a corporate event may create tax liabilities for you. We may deduct tax when making adjustments.

11.7. Where a Corporate Event results in a fractional entitlement to part of a Instrument, we will use reasonable endeavours to aggregate those fractional entitlements, and sell those fractional Instrument and credit your account with a cash value which may be subject to certain fees and charges, but we are not obliged to do this.

If you are holding certain Instruments, such as Fractional shares, we will not be able to apply some Corporate Events (such as but not limited to share split, reorganisations) to your Fractional shares. This will result in the sale of such your Instruments by usand credit your account with a cash value which may be subject to certain fees and charges.

Where Corporate Events affect some but not all Instruments held in a pooled account, we shall allocate the Instruments which are affected to relevant clients in a fair and equitable manner as we reasonably consider is appropriate.

PART 12. CLIENTS' MONEY

12.1. Any money held on your behalf by us that qualifies as client money for the purposes of the Applicable Regulations, in particular, CySEC's Rules on Safeguarding of Financial Instruments and Funds belonging to the clients ("CySEC's Rules") will be dealt with in accordance with those rules and held and safeguarded in a segregated bank account alongside the money of our other clients. The following steps have been taken by the Company in order to ensure the protection of Clients' financial instruments or funds:

12.1.1. Segregation: As per the provisions of this Agreement funds belonging to the client that will be used for trading purposes will be kept in accounts with credit institution(s) used to accept only client's funds and as such will be held segregated from the Company's own funds.

12.1.2. Investor Compensation Fund: The Company being a member of the Investors Compensation Fund (hereinafter "the Fund") provides the Client, if is being categorized as retail client, with the security of receiving a compensation from the Fund, for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfil its obligations regardless of whether that obligation arise from a breach of applicable law or regulations, the Agreement or from any wrongdoing by the Company. For more details in regard to the Fund and the conditions which apply please refer to the Investor Compensation Fund Policy.

12.1.3. Due diligence measures: The Company has the obligation to exercise all due skill, care and diligence in selection, appointment and periodic review of the credit institution(s) where Clients' funds are placed. The Company's due diligence measures have been designed in such a manner so as to ensure that expertise and market reputation of such institutions are taken into consideration. We will not be responsible for any acts, omission or default of the third party bank.

12.1.4. The Company may hold Clients' funds in omnibus accounts with third party financial and credit institutions. An omnibus account means that your funds will be kept in a pooled account with money belonging to other clients in a segregated account. Hence, the Client is warned that there is a link of

loss emanating from the use of omnibus accounts in financial or credit institutions. In general, in case of default or insolvency of the Company, no single client will have a claim against a specific sum in a specific account. Omnibus accounts may also hold other types of risks including legal risk, haircut risk, liquidation risk, third party and others risks. By accepting the Terms and by establishing contractual relationships with us, you expressly provide your consent for maintaining your funds in an omnibus account.

12.1.5. The Company may transfer Clients funds to the Company according to the Clients consent and acceptance of the terms and conditions. By accepting the terms and conditions the client acknowledges and agrees with the fact that the Company is subject to specific regulation and supervision regarding the safekeeping of financial instruments and funds held for clients and that the Company is subject to local specific regulation and supervision.

12.2. You agree that we will not pay you interest on any client money held by us.

12.3. In the event that there has been no movement on your account balance for a period of at least six years and we are unable to trace you despite having taken reasonable steps to do so, you agree that we may cease to treat your money as client money.

12.4. Where appropriate, you authorise us to allow another person such as an Exchange, clearing house or intermediate broker to hold or control your client money for the purposes of your Transactions on your behalf through or with that other person.

12.5. In the event of our failure (for example due to insolvency), any money held in a client money account by third parties will be segregated from our other assets and will not be available to our creditors. However, in the event of failure (for example due to the insolvency) of a third party, as your client money will be held with other customers' money in a pooled client money account, in the event that the third party bank holding the money defaults and there is a shortfall, you will share proportionately in that shortfall with other creditors of the bank where your client money is deposited.

12.6. We may hold client money in a client bank account located in a jurisdiction outside Cyprus. The legal and regulatory regime applying to any such bank will be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that bank, your money may be treated differently from the treatment which would apply if the money was held with a bank in Cyprus.

12.7. Your money will cease to be client money when it is paid to you or to one of your duly authorised representatives; or paid to a third party on your instructions, or paid to us when money is due and payable to us.

12.8. According to CySEC's Rules we will take all the necessary steps to ensure that the clients' funds are safeguarded. Specifically, we will:

(a) introduce adequate organisational arrangements to minimise the risk of the loss or diminution of client funds, or of rights in connection with those funds, as a result of misuse of funds, fraud, poor administration, inadequate record-keeping or negligence;
(b) maintain records and accounts enabling us at any time and without undue delay to distinguish funds held for one client from funds held for any other client and from our own funds;
(c) maintain records and accounts in a way that ensures their accuracy and correspondence to the funds held for our clients and that they may be used as an audit trail;
(d) introduce arrangements to ensure that clients' funds are safeguarded in the case of insolvency, etc.

PART 13. CLIENTS' ASSETS

13.1. You give us Instruction to hold any Instrument bought on your behalf until we receive further instructions from you to sell that financial Instrument, or transfer it into your own name (as soon as it becomes available). We will hold your Instruments on your behalf in accordance with the CySEC's Directive DI87-01 ("Directive" as appropriate).

13.2. We may, subject to the CySEC's Directive, appoint any other third party to hold your Financial Instruments. We will exercise reasonable skill and care in the selection, appointment and periodic review of such third parties but we are not liable for their acts, omissions, insolvency or dissolution. Any discrepancy in terms of client assets and any resulting shortfall will be dealt with in accordance with the CySEC Client Assets Rules.

13.3. Detailed records of all your Instruments and assets held by us will be kept at all times to show that your Instruments are held on your behalf, for your benefit and do not belong to us or any sub-custodian.

13.4. Instruments purchased by us on your behalf or transferred to us will be registered in the name of a nominee company or our name or a sub-custodian. We will be responsible and liable for our nominee to the same extent as for our own acts, including losses arising from fraud, wilful default or negligence.

13.5. Whenever your Instruments are registered in the name of a Nominee company nominated by us, that Nominee will hold them on trust for you. This means that you are the beneficial owner of the Instruments. Any Instruments held by a Nominee will be held in an omnibus account.

13.6. Your Instruments will be registered in the same name as those of other clients (pooled together with other clients' Instruments in an omnibus co-mingled custody account, like with like). This means that Instruments will not necessarily be immediately identifiable by way of separate certificates. If we or our third-party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients. In addition, in the event of an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.

13.7. You authorise us and any custodian or sub-custodian to hold or transfer Instruments (or entitlements to them) to a securities depositary, clearing or settlement system. Instruments that cannot be settled through a central securities depository system may be held overseas by a third-party (including custodian, sub-custodian, registrar, bank, intermediate broker, or settlement agent) in the name of CAPITAL.COM or a third-party nominee.

13.8. You agree that because of the nature of applicable laws or market practices in certain overseas jurisdictions, we may decide that it is in your best interest for your Instruments held with us to be registered or recorded in our name or in the name of the person who is a custodian for the purposes of the CySEC Rules, and if it is not feasible for us to do this, then:

- your Instruments may be registered or recorded in the name of the firm or custodian as the case may be;
- your Instruments may not be segregated and separately identifiable from the Instruments of the firm or custodian in whose name your Instruments are registered; and
- As a consequence, in the event of a failure, your Instruments may not be as well protected from claims made on behalf of our general creditors. You should note that when we arrange for a

third-party to hold your Instruments overseas there may be different settlement, legal and regulatory requirements than those applied in CySEC.

13.9. You will not be entitled to any interest in respect of Instruments held by us as custodian and any interest will be retained by us.

13.10. In the event that we have not received instructions from you in relation to any of the Instruments held in your account (e.g. to purchase, sell or move the assets) for a period of at least twelve years (notwithstanding any receipts of dividends or interest or similar items and irrespective of any movement of your account balance) and we are unable to trace you despite having taken reasonable steps to do so, you agree that we may cease to treat your assets as client assets.

13.11. The Company will not facilitate the transfer of Investments to another firm. The Investments held in the Client's account will need to be liquidated (it may result in additional charges imposed by third parties) and cash can be transferred to another firm (a similar rule applies to the Client's Investments held with another firm, if it is necessary to transfer them in favor of the Client's Account within the Platform). Investments cannot be put into a certificate form and mailed to you.

PART 14. SETTLEMENT

14.1. All Deals transacted between us will be carried out in accordance with the standard settlement practices and/or market rules of the relevant exchanges. Where available, we use central securities depositories for the settlement of the applicable Instruments. The charges and rates we quote are for Instruments settled by the applicable central securities depository. If an Instrument ceases to be able to be settled through the applicable central securities depository, you accept that we may have to use alternative dealing facilities to Buy or Sell that Instrument and/ or levy an increased charge for Buying or Selling that Instrument.

14.2. Transactions in European Shares are currently settled on a T+2 basis (meaning that the Transaction settles with the applicable Underlying Market two business days after it is made). Most worldwide shares settle on either a T+2 or a T+3 basis. Shares dealt on any settlement date greater than T+3 may obtain a worse price than those dealt on a T+3 settlement. We cannot usually accommodate deals for extended settlement beyond a T+10 basis.

14.3. The settlement date cannot be changed once you offer to enter into a Transaction.

14.4. You agree that we may settle transactions and, therefore the transfer of securities may happen after payment has been made ("Delivery Versus Payment basis") and in entering into this Agreement, you agree that we may at our discretion use the Delivery Versus Payment exemption as permitted by the Applicable Regulations.

14.5. We are not responsible for any delay in the settlement of a Transaction resulting from circumstances beyond our control, or the failure of any other person or party (including you) to perform all necessary steps to enable completion on the settlement date. Our obligation is only to pass on to you, or to credit to your account, such deliverable documents or sale proceeds (as the case may be) as we actually receive. If you are dealing in Instruments that are not settled through a central securities depository system (i.e., residuals), settlement delays are likely to occur.

14.6. We may refuse to allow a withdrawal on any account that you have with us if it would leave insufficient funds in the account to pay for any unsettled Transactions. When you make payment into your account and then make a withdrawal shortly afterwards, we reserve the right to delay settlement for up to eight business days to ensure your payment has cleared.

14.7. If you Sell an Instrument, the consideration for the Transaction less Commission and all applicable Charges and/or Taxes for that Transaction will be available on your account for reinvestment prior to settlement and your account will reflect this. However, you will be unable to withdraw this sum from your account until the Transaction has settled. Should the transaction fail to settle, we may reverse the Transaction, return any Commission and all applicable Charges and Taxes for that Transaction and cancel the credit of any cash to your account and amend your account to reflect the same.

PART 15. REPRESENTATIONS, WARRANTIES AND COVENANTS

15.1. By entering into the Agreement with is you represent and warrant at any time, that:
(a) the information provided to us is true and accurate;
(b) you are duly authorised and have a right to enter into, execute and deliver this Agreement, to issue Instructions to Deal to us, to instruct us to enter into each Transaction on your behalf and to perform obligations under the Agreement;
(c) you will enter into this Agreement and provide us with Instructions as principal;
(d) you have obtained all authorisations and/or consents required in connection with this Agreement;
(e) execution, delivery and performance of this Agreement and using our Service will not violate any law or rule applicable in the jurisdiction in which you are resident, or any agreement by which you are bound;
(f) you will not send money to your account(s) with us from, or request that money be sent from your account(s) to, a bank account other than that identified in your account;
(g) you will not use the prices we make available to you for any purpose other than for your own trading purposes, and you agree not to redistribute the prices we make available to you to any other person whether such redistribution be for commercial or other purposes;
(h) you will use the Services offered by us pursuant to this Agreement in good faith and you will not use any electronic device, software, algorithm, or any trading strategy or any arbitrage practices that aims to manipulate or take unfair advantage of the way in which we make available bid or offer prices and/or Services in general as well you will not downside market risk and/or take unfair advantage of us, our Trading Platform and Share Dealing Services, and hence you will use the Services offered under this Agreement in good faith and you will not use any electronic device, software, algorithm, or any trading strategy that aims to manipulate or take unfair advantage of Trading Platform and the services offered;
(i) you will provide us with the information we reasonably require to comply with our obligations under this Agreement and you will provide us with any information that we may reasonably request from you from time to time for the purposes of our compliance with Applicable Regulations.

15.2. This Agreement contains the entire understanding between the parties in relation to the Services we offer.

15.3. In the absence of our fraud, wilful default or negligence, we give no warranty regarding the performance of our Website, mobile or web app, our Trading Platform or other software or their suitability for any equipment used by you for any particular purpose. We shall not be liable for any losses, damages, costs or expenses incurred or suffered by you under this Agreement unless arising directly from our negligence, breach of contract, bad faith, wilful default or fraud. In no circumstances shall we be liable for consequential loss or special damage.

You hereby agree and acknowledge that in the event of downtime of the Trading Platform you shall waive any claims against CAPITAL.COM of missed profits and/or claims that you would have

executed an order on a specific price during the downtime. You acknowledge that sometimes there may be technical issues or faults of the Trading Platform.

15.4. Nothing in this Agreement will limit our liability in respect of death or personal injury caused by our negligence. We and you agree that this provision will survive any termination of this Agreement.

15.5. The Company will not be held liable for any loss, cost or charge incurred resulting directly or indirectly from the exercise of our right to place restrictions on Account or take any other action as provided in this Client Agreement.

PART 16. MARKET ABUSE

16.1. You shall not act in any way other than in the normal course of business, or seek to manipulate the relevant financial market and/or our Trading Platform, including but not limited by entering into a transaction which may qualify as:

16.1.1. Market abuse (including but not limited to an insider trading or abusive use of confidential information) or any similar practices which may qualify as market abuse;
16.1.2. Scalping;
16.1.3. Acting in concert with a third party or similar abusive or manipulating way of using the Trading Platform;
16.1.4. Trading Platform abuse, price manipulation, time manipulation or similar practices.
16.1.5. Exploiting errors in prices, etc.

16.2. In case under our sole discretion there is an act set forth in clause 16.1 which is made by you, we shall have the right to cancel or void any Order or trade made in violation of clause 16.1 (regardless of whether the position is still open or closed), to close your Account and to terminate the Agreement. In such a case, we shall not be held liable for any damages incurred by you.

PART 17. FORCE MAJEURE AND EVENTS OF DEFAULT

17.1. We shall not be liable to you for any partial or non-performance of our obligations hereunder by reasons of any cause beyond our reasonable control, it is stated that CAPITAL.COM does not bear any responsibility, for any loss of the client in connection with the below points (a “Force Majeure Event”), including but not limited to:

Nothing in these Terms will exclude or restrict any duty or liability we may have to you under Applicable Regulations, which may not be excluded or restricted thereunder

- any superior force, any event that encompasses acts of god (such as earthquakes or tsunamis, etc.), certain acts of man of a disruptive and unforeseeable nature, industrial action, epidemics, pandemics, actions by government agencies, or work stoppages, any material change in economic conditions or any other event, that is beyond the reasonable control and was and whose effects could not be avoided by reasonable measure;
- the suspension or failure of any financial instrument, the suspension or closure of any markets, exchanges, the nationalisation and/or government sequestration, the failure of any of Platform’s suppliers, intermediate brokers, agents or principals, dealers, etc., for any reason, to perform its obligations. In any such event the Company will try to take reasonable steps to mitigate the effect of the said event in order to continue operations and to continue to provide the Client with services;
- any partial or full default of our obligations by reason of any cause or event beyond the Company’s reasonable control, including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result, etc.

If we determine that there is a Force Majeure Event, we may, at our sole discretion, without notice and at any time:
(a) consider any outstanding Transaction or Instruction to Deal as cancelled and terminated;
(b) sell any Instruments held by us on your behalf at the prevailing market price, at our discretion; or
(c) suspend or modify the provision of Share Dealing Services to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Term or Terms of the Agreement.

17.2. The following events shall constitute an 'Event of Default':
(a) you default in any payment or other obligation you may have to us;
(b) any bankruptcy, winding-up, administration or similar petition be filed against you or a notice be given of a general meeting of your creditors or any similar event;
(c) you die or become of unsound mind;
(d) any termination or suspension or loss of any relevant regulatory authorisation required for Share Dealing Services;
(e) you mislead or made false any representation or warranty given made under this Agreement;
(f) we consider it as necessary or desirable to protect or to prevent CAPITAL.COM and what we consider is or might be a violation of any Applicable Regulations, law or good standard of market practice or any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform your obligations under this Agreement;
(g) any event of default (howsoever described) occurs under any other agreement between us.

At any time following the occurrence of an Event of Default, we may by written notice to you, terminate this Agreement immediately.

PART 18. TERMINATION

18.1. We may terminate this Agreement immediately in the event of an Event of Default or as stipulated under this Part 18.

18.2. Rights of the Clients to request the termination/cancellation of their relationship with the Company:

18.2.1. You have a right to cancel these Terms for a period of fourteen (14) days commencing on the date on which you have accepted these Terms (the "Cancellation Period").

18.2.2. The Company may terminate the Agreement by giving to you a 7 days written notice, specifying the date of termination therein.

18.3. Upon termination of this Agreement, all amounts payable by you to us will become immediately due and payable. Termination will not affect any outstanding Transaction or any legal rights or obligations which may already have arisen.

18.4. Termination will be without prejudice to the completion of transactions already initiated, which will be settled in the normal way notwithstanding the termination.

18.5. Where you opt to terminate this Agreement, no penalty will be imposed and no charge will be made for associated costs.

18.6. CAPITAL.COM may terminate this Agreement immediately on written notice if:
- there is event considered as Force Majeure or Event of Default;

- there is a breach of any of your obligations under this Agreement;
- we suspect that you may be engaged in suspicious activities (including but not limited to credit card fraud, money laundering, funding terrorism and/or any relevant criminal conduct);
- if we receive official confirmation of the death of the client we shall close any open positions of the client irrespective of their current result and hold any client's Instruments in custody until we are provided with an official evidence of the legal successors of the deceased Client and clear instructions by an authorised person on how to proceed further.

18.7. The Agreement may be terminated mutually by Parties at any time with immediate effect.

18.8. The Company shall terminate the agreement with the client in case the Client will not behave in an appropriate manner towards CAPITAL.COM or any of its employees (such inappropriate behaviour can include but is not limited to Swearing, Abusive Language, Racism, Discrimination, Harassment, Defamation, Abuse of the Chat / Email System, Misuse of Social Media Channels and Spam). The Company reserves the right to terminate the Clients Agreement in these circumstances.

18.9 The Company is not obliged to inform the Client on what grounds it has terminated the agreement with the client.

PART 19. COMMUNICATIONS, COMPLAINTS AND DISPUTES

19.1. You shall place Orders via our Trading Platform, after logging in with your username and password.

You may communicate with us by e-mail or through the "Contact Us" section of our website or the mobile app. Our contact details are set out in Part 21 ("Miscellaneous").

19.2. We may contact you and give you any notices in connection with this Agreement by post, telephone, or by electronic means using the latest address, telephone number or electronic mail address which you have provided. You hereby consent to us providing you with information through a durable medium other than paper and to us providing information that is not addressed to you personally by means of the Company's Website.

19.3. In order to assist us in monitoring compliance with Rules relating to conduct, to avoid misunderstandings and/or for other training or compliance purposes, we may monitor telephone conversations, email and other communications, and will create and keep a sound recording of calls.

19.4. We are obliged to put in place internal procedures for handling complaints and inquiries fairly and promptly. In the event you are dissatisfied about the Share Dealing Services provided to you by the Company you can submit the claim through the "Complaints Procedure" section of our Website or send to the following e-mail address: complaint.eu@capital.com.

You must provide the following information to assist us in dealing with your complaint:
- Your Trading Account Number;
- Cause of your complaint (please indicate one of the causes as follows: execution of orders, quality or lack of information provided, terms of contract/fees/charges, general admin/customer services, issues in relation to withdrawal of funds, other);
- Details of the person or department of the company to whom you think the complaint should be directed.

All Client complaints must be submitted in writing, should be as descriptive as possible in respect of the events that led to the filing of the complaint. The Company reserves the right not to review verbal complaints or claims missing significant details, such as date of the event, affected positions and/or requested compensation amount etc. To resolve your complaint, we will take the following steps:

(a) We will confirm, within five (5) Business Days, receipt of your complaint and provide you with your Unique Reference Number. You should use said reference number in all future contact with us, the Financial Ombudsman and/or CySEC regarding your complaint.

(b) After thorough investigation, we will reply to your complaint within two (2) months, informing you about the outcome of our investigation, the actions that will be taken to resolve the matter, where appropriate, and offering you a solution. In the event that we are unable to respond within two (2) months, due to the complexity of the complaint, we will inform you of the reasons for the delay and indicate the period of time within which it is possible to complete our investigation. This period of time will not usually exceed three (3) months from the submission of the complaint.

(c) In the event that our final decision does not fully satisfy you, you may refer your complaint to the Financial Ombudsman of Cyprus. The Financial Ombudsman is an independent service for settling disputes for Cyprus Investment Firms and their clients. The Company will inform the complainant that he/she may refer the complaint, if not satisfied with the Company's final response, to the Financial Ombudsman of Cyprus. The Company will provide the details of the Financial Ombudsman. In our final response. Please note that disputes related to trading CFDs on virtual currencies cannot be currently forwarded to the Financial Ombudsman.

PART 20. DESCRIPTION AND ACKNOWLEDGMENT OF RISKS

20.1. Services involve the risks, including investment risk caused by the fact that the value of your Instrument will change over time. The value of your Instruments and the level of any income from them can go up and down as well. There is a risk that you may not get back the full amount you have invested. You should also keep in mind that past performance of Instruments is not a character of how these Instruments will perform in the future.

20.2. There might be Instruments that may not be readily realisable. You may have difficulty selling those Instruments in some circumstances and it may be difficult to sell them at any price.

20.3. There is a possibility for profit or loss from transactions on foreign markets or in foreign denominated contracts which will also be affected by fluctuations in foreign exchange rates.

20.4. Our Risk Disclosure Statement available on our website is intended as a general description of risks associated with our specific products and services and may not identify all possible risks. You must always check by yourself that the Share Dealing Services or Transactions are suitable and appropriate for you in light of your specific circumstances.

PART 21. MISCELLANEOUS

21.1. If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms nor the legality, validity or enforceability of such provision under the Law of any other jurisdiction shall in any way be affected or impaired.

21.2. We do not advise you on tax and you should seek your own independent advice. The tax treatment may differ according to your personal circumstances and applicable tax legislation. You will be responsible at all times for the payment of all taxes due and for providing any relevant tax authority

with any information relating to your dealings with us, unless otherwise is provided under this Terms. Where we are required by law to provide information to a tax authority this provision of information will be governed by our Privacy Policy. We will use reasonable steps to forward to you any tax documents which we may receive relating to you or any money standing to your account or Instruments held on your account.

21.3. Our records will be evidence of your dealings with us in connection with our Services. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

21.4. We may introduce any material amendments to the present Terms, you will be notified accordingly of such material amendments. You will be given 48 hours from the moment the notice has been dispatched ("48 Hours") by the Company to decide on whether you would want to proceed under the new Terms. Upon the expiration of these 48 Hours you shall be deemed to have provided consent to the application of the new Terms.

If you disagree with the application of the new Terms you must get in touch with the Company by utilizing the email prior to the expiration of the 48 Hours, clearly state that you no longer wish to be a Client of the Company and discontinue your use of the Services. If you send us such a notice of disagreement mentioned you will be prompted to close any of your outstanding positions prior to the expiration of the 48 Hours. If you fail to do so, we will have the discretion to automatically close all of your positions upon the expiration of the 48 Hours. We will process the termination of your Account and any relevant issues as provided for herein and the Applicable Regulations.

21.5. Unless otherwise agreed, all notices, instructions and other communications to be given by us under these Terms shall be given to the contact details provided by you to us. Likewise, all notices, instructions and other communications to be given by you under these Term66 Christaki Kranou, 7th Floor, City Tower, 4042, Germasogeia, Limassol, Cyprus Email Address: support@capital.com. You shall notify us of any change of your information for the receipt of notices, instructions and other communications immediately.

21.6. Following the provisions of MiFID II, the Company keeps records regarding all services, activities and transactions it undertakes. The Client acknowledges that as per the Article 16(7) of MiFID II the Company will keep records of internal telephone conversations and electronic communications that are intended to result in transactions or relate to the reception and transmission of orders and execution of orders on behalf of clients.

Further, the Company will also keep records to be kept of all services and activities provided and transactions undertaken by the Company as well as records related to its business and internal organization which shall be sufficient to enable the Commission to exercise its supervisory functions and to take steps to ensure the Company's compliance with its obligations under the Law.

21.7. Without limiting the foregoing, the Company is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be considered in compliance with FATCA and other reporting obligations resulting from Share Dealing Services. The Client acknowledges and accepts that the Company is required to disclose information in relation to any US reportable persons to the relevant authorities and/or reportable income received from the US sources, as per the reporting requirements of FATCA and/or Charter 3 of the IRS Code. The Client may contact the Company for additional information and/or clarifications prior to accepting these Terms and Conditions.

21.8. Subject to the Applicable Laws and Regulations, any communication between us using electronic signatures and any communications via our Website and/or the mobile app shall be binding as if they were in writing. Orders or instructions given by you via e-mail or other electronic means will constitute evidence of the orders or instructions given.

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our electronic Share Dealing Services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing nor are they documents produced by a computer.

21.9. Investor Compensation Fund (the “”ICF”). We participate in the Investor Compensation Fund for clients of Investment Firms regulated in Cyprus. You will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim.

21.10. These Terms shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under these Terms or any interest in these Terms, without our prior written consent, and any purported assignment, charge or transfer in violation of this Clause shall be void. You agree that we may without further notice to you and subject to the Applicable Laws and Regulations, transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests under these Terms to any person who may enter into a contract with us in connection with such transfer and you agree, that we may transfer to such person all information which we hold about you.

21.11. The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by the Law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under these Terms (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

21.12. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set-off any amount (whether actual or contingent, present or future) owed by you against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

PART 22. GOVERNING LAW AND JURISDICTION

22.1. The interpretation, construction, effect and enforceability of these Terms shall be governed by the laws of Cyprus and the Competent Court for the settlement of any dispute may arise between you and the Company shall be the District Court of the district in which the Company’s headquarters are located. You as the Client agree that all Transactions carried out on the CAPITAL.COM Online Trading Platform are governed by the laws of Cyprus regardless of the location of the Client.

22.2. The Parties to these Terms submit to the exclusive jurisdiction of the courts of Cyprus to settle any suit, action or other proceedings related to these Terms (“Proceedings”).

22.3. You irrevocably waive to the fullest extent permitted by applicable Law, with respect to yourself and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from suit; jurisdiction of any courts; relief by way of injunction, order for specific performance or for recovery of property; attachment of assets (whether before or after judgment); and execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agree that you will not claim any immunity in any Proceedings. You consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

22.4. If you are situated outside of Cyprus, the process by which any Proceedings in Cyprus are begun may be served on you by being delivered to the address in Cyprus nominated by you for this purpose. This does not affect our right to serve in another manner permitted by law.

PART 23. PRIVACY AND CONFIDENTIALITY

23.1. We do not have any obligation to disclose to you any information or take into consideration any information either when making any decision or when it proceeds to any act on your behalf, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and Regulations and directives in force. We have the right, without informing you beforehand, to disclose such details of your transactions or such other information as it may deem necessary in order to comply with any requirements of any person entitled to require such a disclosure by Law. We will handle all of the Client's personal data according to the relevant Laws and Regulations for the protection of Personal Data. For more information please refer to the Company’s Privacy Policy.

23.2. We and our related entities are responsible for the protection of privacy and the safeguarding of your personal and financial information. Your personal data are safely stored in the Company’s electronic systems and are treated as confidential. We will not disclose any of the personal data to a third party that is not an affiliate, partner, or an associate related to the provision of Share Dealing Services, unless we have your consent or the Company is required to do so by law or an official government regulatory authority or a competent jurisdiction. We will not hold any information about our clients’ debit or credit cards, or any payment method used by a client to make his/her deposit not required by the Applicable Regulations and will at all times be in compliance with the undertaken cardholder data security standards. The Privacy Policy outlines how we manage the personal information we hold about our clients through their interaction with the company on social media or any other dealing with us. We are also bound by principles contained in the General Data Protection Regulation (GDPR) (EU) 2016/679. The Company’s contact with regards to any queries about Data protection will be the Compliance Department which can be contacted through email on: GDPR.eu@capital.com. For more information please refer to our Privacy Policy.

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